The Solicitors Journal.

LONDON, AUGUST 8, 1885.

CURRENT TOPICS.

MR. CLOWES and MR. BEAL will be the Registrars in Vacation for Chancery business. The former registrar will be in attendance during the earlier portion of the Vacation.

IT IS ANTICIPATED that by the close of this week both Divisions of the Court of Appeal will have exhausted the list of interlocutory appeals.

OWING TO THE ABSENCE of Lord Justice BAGGALLAY, from illness, the Lord Chancellor has consented to preside in Court of Appeal, No. 1, from Friday in this week, so long as his other duties will allow.

MR. A. J. H. COLLINS, Q.C., has been appointed Chief Justice of Madras, in succession to Sir CHARLES ARTHUR TURNER, resigned. Mr. COLLINS was called to the bar in 1860, and became a Queen's Counsel in 1877. He is Recorder of Exeter, and has been one of the leaders of the Western Circuit.

WE UNDERSTAND that the advertisement for a first-class clerk in the chambers of Mr. Justice PEARSON, to which we referred last week, has resulted in the astonishing number of over five hundred applications being sent in, some of them being from solicitors of fifteen years' standing, and also from barristers.

WE HAVE often referred to the desirability of motions in the Chancery Division being set down in a list and heard in their order. This week all the judges of that Division who take motions have adopted this plan with regard to what, in the sittings paper, are described as "remaining motions." It is generally admitted that the practice has worked well, and proved very advantageous to solicitors and suitors.

WE PRINTED last week a new rule of court, which reached us too late for comment. The object of the rule is to supply a provision for renewal of notice, so as to keep alive a stop placed on stock between the 6th of April, 1880, and the 24th of October, 1883, under R. S. C., April, 1880, ord. 46. Our readers will remember that we printed (*ante*, p. 286) a letter from Messrs. FRESHFIELD & WILLIAMS, calling attention to the lack of any provision for the renewal of notice such as the new rule supplies. No fresh affidavit will in future be necessary to keep alive, after the expiration of the five years for which it lasts, a stop placed on stock, whether registered in the books of the Bank of England or of any other company, between the dates above mentioned.

THE CRIMINAL LAW AMENDMENT BILL will have passed into law before the rising of Parliament, and it will, we imagine, soon be discovered that its substance is contained in one clause, and one only—that which raises the age of criminal intercourse from thirteen to sixteen—and that all the agitation and debate which has been expended on the other clauses has been expended in vain. With regard to the substantial clause, the main point which lawyers will have to consider is whether, and how far, it is to be a defence that the accused person *bonâ fide* believed a girl to be above the age of sixteen. In the notable case of *Reg.* v. *Prince* (24 W. R. 76, L. R. 2 C. C. R. 154) it was held by fifteen judges out of sixteen (BRETT, J., being the dissentient) that such a belief was no defence to a charge of abducting a girl under sixteen years of age, in contravention of section 55 of the Criminal Law Consolidation Act, 1861. The new Act is intended to contain a provision avoiding the application of this case, but the original wording of the clause was much altered in Committee, and it will be impossible to express an opinion upon the effect of it until the section creating the offence can be read as a whole, further than this, that the burden of proving *bonâ fides* or reasonable grounds for belief will be expressly thrown upon the accused; and it appears to be quite proper that it should.

THE OVERSEERS have, no doubt, by this time, in the great majority of cases, published the lists of voters on the doors of churches and other places, as directed by the Registration Act, 1843, s. 24, and the precepts contained in the schedules of the Registration Act, 1885. The day fixed for publication of the lists is the 1st of August. By section 24 of the Act of 1843, publication is to continue "for a period including two consecutive Sundays, at the least, next after the day on or before which any list is required to be published." The difficulties attending the preparation of the lists in the present year may occasionally cause delay in publication, and inasmuch as notices of objection are to be given, and revision is to commence earlier than usual, it is material to inquire how far the enactment as to period of publication is "imperative," and how far it is only "directory." This important question is happily solved, and in no uncertain manner, by section 26 of the Act of 1843. This section provides that "no list shall be invalidated by reason that it shall not have been affixed in every place, and for the full time hereinbefore required for the publication thereof, but the barrister shall proceed to revise and adjudicate upon every such list which shall have been affixed in any place and for any part of the time hereinbefore mentioned in that behalf." There must, therefore, be some publication for some period of time, and at some place; but publication for any period of time, and at any single place, will be sufficient. The section, as might be expected, concludes with a provision that nothing therein contained shall exempt the overseer, town clerk, or other person charged with the duty of publishing such list as aforesaid, from the penalties of his neglect or wilful default, as to which penalties sections 51 and 97 of the Act may be consulted, one of them giving power to the revising barrister to fine, and the other giving a "penal action" to "any party aggrieved."

THE EFFECTS of the piecemeal kind of legislation which the exigencies of Parliamentary government frequently necessitate are often very curious. A strong illustration of this appears to us to be supplied by the Representation of the People Act, 1884. The object of that Act would seem to be the assimilation of the occupation franchises in counties and boroughs, and yet, for no particular reason that we can think of, but apparently by inadvertence, a distinction is left standing between the borough and county occupation franchises in the case of the qualification by occupation of land or tenement of the clear yearly value of not less than ten pounds. By the enactments originally creating the twelve-pound rateable value occupation franchise in the counties, it was provided that not more than two persons should be qualified by reason of joint occupation unless the occupiers were in occupation as partners, or the property came to them by descent, succession, marriage, marriage settlement, or devise, in which cases all were qualified if there was value enough for each. In the case of

boroughs there was no such restriction with respect to the ten-pound occupier, under the Reform Act, and, consequently, any number of joint occupiers might be qualified in respect of the occupation of premises of a greater value than ten pounds, if there was value sufficient for each. Now, by the 5th section of the Representation of the People Act, 1884, it is provided that "every man occupying any land or tenement in a county or borough in the United Kingdom of a clear yearly value of not less than ten pounds shall be entitled to be registered as a voter, and, when registered, to vote at an election for such county or borough in respect of such occupation, subject to the like conditions respectively as [*sic*] a man is, at the passing of this Act, entitled to be registered as a voter and to vote at an election for such county in respect of the county occupation franchise, and at an election for such borough in respect of the borough occupation franchise." The Legislature appear not to have had the fear of Lindley Murray before their eyes when they passed this section. The grammatical slip, however, is a trifling matter, but it appeared to us doubtful, on reading the section, whether the effect of the words "subject to the like conditions," &c., would not be to preserve the difference between the two franchises we have pointed out. On turning to the forms given in the schedules to the Registration Act, 1885, it seems clear that this is also the view of the Legislature (see schedule 2, section 6, containing the definition of the county occupation qualification given in the instructions to overseers; and schedule 3, section 4, containing a similar definition in the case of boroughs). The matter may not be of much practical moment, but it seems a pity that, while the general scope of the legislation was to assimilate the two franchises, this difference should have been preserved.

An important point of practice respecting one of the new provisions under the Bankruptcy Act has been decided by Mr. Justice Cave, this week, in the case of *Ex parte Andrews*, reported in another column. Sub-section 5 of section 103 provides that, "where, under section 5 of the Debtors Act, 1869, application is made by a judgment creditor to a court having bankruptcy jurisdiction for the committal of a judgment debtor, the court may, if it thinks fit, decline to commit, and, in lieu thereof, with the consent of the judgment creditor, and on payment by him of the prescribed fee, make a receiving order against the debtor." It will be seen that this sub-section only provides for the case of an application to a court having bankruptcy jurisdiction, and does not make any provision for the case of an application to commit being made to a county court excluded from, or any other inferior court not invested with, bankruptcy jurisdiction. To remedy this omission rule 268 was made. That rule provides:—"(1) Where an application to commit is made to the judge of a court not having bankruptcy jurisdiction, and he is of opinion that a receiving order should be made in lieu of committal, he may order the matter to be transferred to the nearest or most convenient court having bankruptcy jurisdiction. (2) In such case the registrar of the court making the transfer shall transmit by post to the registrar of the court to which the matter is transferred the proceedings in the matter, together with a copy of the order of transfer." In *Ex parte Andrews* a judgment summons had been granted against Andrews by the City of London Court on the application of a creditor who had obtained a judgment against him for a sum of £5. At the adjourned hearing of the summons Mr. Commissioner Kerr was of opinion that a receiving order ought to be made in lieu of committal, and he therefore transferred the summons and all further proceedings to the High Court sitting in Bankruptcy. Subsequently an application was made by the plaintiff's solicitors to Mr. Justice Smith, without giving notice thereof to the judgment debtor, for a receiving order to be made, and an order was made accordingly. The debtor thereupon applied to Mr. Justice Cave to rescind such order. In opposition to the application it was contended that the duty of the High Court was simply ministerial, being based upon the order of the court which had heard the judgment summons, and that therefore it was not necessary to give the debtor notice of the application for a receiving order; but Mr. Justice Cave, very rightly as we think, refused to accede to this contention, and set aside the receiving order, and directed the judgment summons to be put down for further hearing under the transfer thereof, notice of such further hearing to be given to the judgment debtor. Whilst agreeing with the decision of Mr. Justice Cave upon the point of practice before him, we think that the decision may, in certain events, lead to some difficulty. Suppose, on the further hearing of the judgment summons, the High Court should be of a contrary opinion to the judge of the court before whom the summons originally came, and should not think it a proper case for the making of a receiving order, will the High Court have jurisdiction to make any other order on the summons, such as an order for committal, or varying the original order as to time of payment; or is its power limited to the making or refusing of a receiving order? We will not anticipate an answer to this question, inasmuch as it may possibly arise in the case we have been discussing. If, however, the court, to which proceedings are transferred from a court having no bankruptcy jurisdiction, should be held to have full jurisdiction to deal with the matter, it seems to be going beyond what was contemplated by the framers of the Rules, and to constitute that court a sort of court of appeal from the court originally exercising jurisdiction. On the other hand, to hold that the court to which the proceedings are transferred cannot deal with the matter beyond the making or refusing of a receiving order would raise a difficulty and create a hardship of a grave character upon the creditor in the pursuit of his legal remedies against his debtor.

An important question affecting the law as to actions for malicious prosecution was decided this week in the Mayor's Court upon demurrer. The defendants, the Great Eastern Railway Company, had prosecuted the plaintiff for fraud, and he had been sentenced to a term of penal servitude, but had afterwards received a free pardon from the Crown. The defendants objected that the action could not be maintained, on the ground that the criminal proceedings which formed the subject of the action had not terminated in the plaintiff's favour; and this view was adopted by the Assistant-Judge of the Mayor's Court, who held that the grant of the free pardon was not a termination of the proceeding in favour of the accused. The case is a hard one for the plaintiff, but there appears to be no doubt as to the correctness of the Assistant-Judge's decision, the existence of the judgment or conviction having been always held to be an absolute bar to an action for malicious prosecution; a doctrine which was thus explained by Crompton, J., in *Castrique* v. *Behrens* (3 E. & E. 721):—"The reason seems to be that, if, in the proceeding complained of, the decision was against the plaintiff, and was unreversed, it would not be consistent with the principle on which law is administered, for another court, not being a court of appeal, to hold that the decision was come to without reasonable and probable cause." In *Basebe* v. *Matthews* (L. R. 2 C. P. 684), the plaintiff's wife had been summarily convicted, and the Court of Appeal held that the fact that there was no right of appeal did not prevent the conviction from being a bar to an action for malicious prosecution. Upon this principle the court is, of course, precluded from taking cognizance of the grant of a pardon.

Although ever since 1832 Parliament has been occupied from time to time with legislation in connection with elections and electoral qualifications, it has never once attempted to do anything in the way of consolidating the huge mass of enactments which has been piled up in the process. There are now (not to mention numerous minor statutes) four Reform Acts, six Registration Acts, three Revising Barristers Acts, four Corrupt Practices Acts, and two Parliamentary Election Acts, while, in order to find out who is disqualified for a seat in Parliament and who is not, about eighty statutes have to be consulted. The Ballot Act alone deals with its own part of the subject in one statute; but this Act, as well as all the Corrupt Practices Acts, is temporary only, and if, by any accident, the annual Expiring Laws Continuance Act, upon which its existence depends, should fail to pass, a large number of obsolete Acts repealed by it would come into force again, and the whole electoral machinery would be thrown into confusion. It may, perhaps, be just within the bounds of possibility that the new Parliament may address itself to the much-needed work of consolidating the numerous and intricate statutes which called it into existence, and may, at the same time, be able to make into permanent law the Ballot Act, the Corrupt Practices Acts, and the Parliamentary Elections Acts.

THE EXISTING CIRCUIT ARRANGEMENTS.

To judge from the current comments upon them, the present circuit arrangements, so far as concerns the winter and summer circuits, are a complete failure. We doubt whether the circuit system will be altogether abolished so speedily as some suppose, because there is a considerable capability of resistance on the part of the various vested interests involved, and there would be a difficulty in providing local branches of the High Court for the purposes of the whole country. But we doubt whether some further alteration will not be found necessary, for we think that, as matters now stand, the result is that many of the advantages secured by the old circuit arrangements have been lost, without any of the advantages proposed to be secured by the new system being gained.

The chief complaint with regard to the old system was the complete cessation of metropolitan business during the circuits. One of the main points to be secured under the new system was that sittings at *Nisi Prius* should go on continuously in the metropolis during the circuits. Accordingly a scheme has been in operation during the last two years popularly called the "one-judge system," whereby, to many places on circuit, one judge only has been sent, instead of two as in former times. It was supposed that by this arrangement such an economy of judicial time might be effected that, without increasing the number of judges of first instance, there might be substantial despatch of *Nisi Prius* business in Middlesex during the circuits. What has been the result? Anyone who has studied the court papers during the last few weeks may have observed how entirely the existing scheme has failed to secure the desired result. A mere dribble of *Nisi Prius* business has been kept up in London. Two judges only have, for a portion of the period, been available for despatch of business in London, and on different occasions one Lord Justice of Appeal has had to come to the rescue by acting as judge at chambers, another by going to the Old Bailey, and another by acting as a member of the customary bi-weekly divisional court to dispose of current motions. Meanwhile certain evils are caused by the one-judge system on the circuits to which it is applied. To begin with, jurymen and other persons having business at the assizes are kept dancing attendance for a longer period, incurring thereby greater expense and greater loss of time. This evil is to some extent mitigated with regard to parties to actions and witnesses by the judge's arranging not to take causes before a certain day; but it is necessarily often very difficult for him to make this arrangement from the difficulty of telling how long the criminal work will last. Again, certain evils are rapidly becoming manifest with regard to the bar attending the circuit. One of the arguments often put forward in favour of the circuit system was its beneficial results in keeping up a higher standard of professional etiquette than would otherwise exist. The men belonging to a circuit mess formed something in the nature of a professional club, and any malpractices or conduct tending to lower the tone and *status* of the profession were checked by the social pressure brought to bear through such a body. At the present day it is very doubtful how far considerations of this sort can be allowed any weight. The tendency of the times is against any artificial arrangements of the kind, however great the incidental advantages obtained, and in favour of complete freedom of development in business as in other matters. But, as things now stand with regard to circuits, the former advantages may be lost without those aimed at being secured. On any country circuit, the younger members generally look, at the commencement of their career, to the Crown Court as the field of their endeavours to secure business and get into notice. They recognize the fact that, without strong interest, their chance of civil business is, at first, but slight. The increased expense of stopping at the assize town during the more protracted period involved by reason of the two sorts of business being taken *seriatim*, instead of *pari passu*, is a considerable matter to the beginner. Of course, the leaders and those more mature juniors, whose only interest is in the causes, do not come down until the criminal work is nearly finished. So the result is that, by the time they have come down, the more juvenile constituents of the circuit have, for the most part, departed. The effect must be the entire destruction of the solidarity of the circuit as a social body, and the traditions of ancient etiquette. It must be, therefore, to a great extent, impossible in the future, with regard to most of the circuits, to preserve the social influences of circuit life which certainly in former days were not without effect in preserving the tone of the profession of a barrister at a higher level.

When the new arrangements first came out, in common with others, we did hope that they might be tolerably successful. We always foresaw that they must trench a good deal on the working of the old circuit system, regarded in its social and professional aspect, so far as the bar was concerned; but we hoped that they might effect the desired advantages, so far as the interests of the public were concerned, with the least possible disturbance of the ancient system. We thought, in fact, that they might be regarded as a sort of reasonable compromise between opposing interests, by which something should be secured for each of them. It is very difficult, however, to foresee how a change of this sort will work in practice. It seems to us, so far as we can judge from the complaints arising in all quarters, that the present arrangement is a sort of compromise which satisfies nobody. Into what shape the arrangements of the future may develop it is difficult to say, but as to the unsatisfactory and transitional character of the present development, it seems to us there can be no doubt.

One remedy which is often clamorously recommended is an increase in the number of judges. This may no doubt be necessary, but we are not clear that the failure of the present arrangements conclusively demonstrates the truth of this proposition. We have always been disposed to believe that judicious grouping, as is done with regard to the criminal business at the spring and autumn assizes, would have afforded considerable prospect of a more satisfactory solution than the present. It was stated that the jealousies of different localities were a great obstacle to any such arrangement. One would have supposed that local jealousies might have been conciliated to a great extent by alternating the assize centres, giving each place its turn. Great loss of time, and often very unsatisfactory despatch of business, are now caused from the impossibility of estimating the probable business at each place by any calculation of averages. It is obvious that at places where the causes are counted by ones and twos, or twos and threes, there can be no real average, either with regard to number or length of causes. Then, with fewer assize centres, there would probably be less difficulty in altering the dates in the event of its proving that too little time was allowed at any place. It is very inconvenient, where there is a pre-arranged series of short periods for small places, to prolong any of the periods to meet an unexpected pressure of business at any place. It involves the disturbance of a number of dates all along the line. If judges only went to certain centres, so arranged as to ensure a substantial amount of business at each place, it would be possible to make a better estimate of the time to be allowed, and it would probably be possible to alter the date of the assizes at a subsequent centre with less difficulty; or, in many cases, it would not be necessary to fix the exact date at a subsequent place until it was seen how business was going at the previous place. There may be difficulties with regard to expenses of judges' lodgings and other such matters, with which we are not fully acquainted, but we should have thought that an arrangement for alternating the centres might have met such difficulties. Of course, it would be essential to the working of such a system that the judge should make reasonable arrangements to prevent parties and witnesses being brought to the place before their cases were likely to come on, but this could easily be done. We cannot help thinking that it would be well that the grouping system should be allowed a fair trial before it is determined to increase the number of judges or to do away with the circuit system altogether.

In the House of Commons, on Tuesday, Mr. Ince asked the Attorney-General whether the committee of inquiry into the practice and procedure of the High Court of Justice, presided over by the Master of the Rolls, had made their report; if not, whether he could state when such report was expected to be made; and whether a copy would be placed upon the table. The Attorney-General said that the report in question had not yet been received, and until it had been presented it was impossible to say whether it would be laid on the table or not.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

Draftsmanship.

This is a very wide subject, and can only, for our purpose, be very widely treated. We think, however, that it may not be unprofitable, so treating it, to comment upon the first principles which underlie the art of draftsmanship, and should govern the preparation of all sorts and conditions of drafts alike, however infinitely various in frame and purpose.

First, then, the solicitor should, before beginning a draft, carefully collect his materials; every document which he is going to recite, or vary, or adopt as his model, or otherwise deal with, should be before him. Otherwise he will have to pause in the middle of a train of thought to procure some document without which he cannot get on, or will be liable to leave out of his calculations some more or less material factor.

Next, he should think out thoroughly what it is that he desires to do and how he proposes to do it. He should not be in a feverish hurry to put pen to paper. Time bestowed in careful reflection and selection of an appropriate precedent beforehand will in nowise have been wasted in the end. Between adopting this method and plunging into a draft without consideration, there is precisely the same difference as there is between proceeding on a journey with a definite conception as to the goal in view and the mode of reaching it, and wandering aimlessly about in a maze. And the two processes which we have now indicated should come in the order in which we have placed them. The object must precede the mode; the general design must be well grasped before the precedent can usefully be searched for.

The latter branch of the axiom now under consideration calls for observation in a somewhat more extended and particular sense. If ten practitioners were asked to express in one word the key-note of conveyancing draftsmanship, they would probably all reply in a breath, "Precedent." And the answer could be supported by many and weighty arguments, though the word has become almost a term of reproach levelled by the layman at the lawyer. The custom of resorting to precedent is justified by the primary consideration of the client's interests, which are better protected by following in a beaten track than by attempting original flights of genius, and in a degree, only secondary in importance, by the convenience which results from uniformity of system. Writing as we are doing for lawyers, it is needless for us to elaborate propositions which have only to be stated to secure acquiescence; but we have said thus much because we have something to add from another point of view, and we wish to make it clear at starting that we in no way undervalue precedents as such.

It appears to us that there is, on the part of students and young solicitors, a tendency to attribute to precedents a capacity for stretching to the particular facts of the case by means, as it were, of some mystic properties of conveyancing virtue. If a lease is to be assigned, a book of precedents is turned up, and the work in hand is made to fit in with that particular precedent, no matter at what violence to the facts. This is not only a mistake in the sense that the draft when produced will probably require considerable revision to make it right, which, in the individual case, may or may not be a small matter according as it does or does not afterwards come before an experienced draftsman, but it is also a mistake in the larger sense, that it shows a misappreciation of the true value and use of precedents. They are invaluable to the draftsman, both for enabling him to clothe in approved technical language what he wishes to express, and also as suggesting provisions which may with advantage be adopted as useful and appropriate incidents of the main scheme. But beyond that no mortal ingenuity can stretch their powers, and it is the draftsman's part to see that each particular provision which he incorporates from a precedent really fits the case, and is not either inappropriate, needless, or mischievous in the special circumstances. The combinations of facts are so numerous that, except in a few very simple cases, no one precedent can be expected to give the draftsman all he wants and nothing that he does not want. He may get the main outline of his draft from one, and all sorts of special provisions here and there from others. He may have to adopt a form of deed between two parties to a case in which there are several parties with different grades of interest in the subject-matter; to engraft special reservations, exceptions, or covenants on to a model of a simple conveyance; to incorporate copyholds into a precedent dealing only with freeholds; to insert special provisions as to time and mode of payment into an otherwise simple form of mortgage; to introduce variations into the ordinary trusts of a common form settlement; to incorporate in a will, otherwise falling within a familiar type, exceptional provisions having reference to particular circumstances as to a legatee or the subject-matter of a bequest; or to vary the usual incidence of obligations as between lessor and lessee. The kaleidoscope itself cannot produce greater varieties of combination than will be exhibited in the application of ordinary precedents to particular facts. Whence it follows that there must needs be left a wide field for the forethought, ingenuity, and skill of the draftsman even in the right use of precedents; and we may go a step further yet, and say that he will not always find the right clause to his hand, and must needs rely, in some cases and more particularly for the recital of facts or intentions, upon his own powers of composition. Finally, while thoroughly assenting to the wisdom of using an approved model of conveyancing language where practicable, we cannot but think that there is a tendency in some practitioners, and not exclusively young ones, to be afraid of their own shadow in draftsmanship, and hesitate overmuch to express in their own language a provision perfectly capable of lucid statement, where they cannot find in books any borrowed language in which to phrase it.

Our next point is that the language used should be concise, and needless repetitions and exuberances of language be avoided. The recent statutes have done an immense deal to give an impetus in this direction, and, perhaps, the Solicitors' Remuneration Act most of all. There is no longer the same temptation to redundancy of language which induced our forefathers to run riot in synonyms as the only means of getting adequately paid for conveyancing work, and the rising generation of lawyers have witnessed a revolution in draftsmanship of the most sweeping description. No lawyer, even of the old school, who reflects on the subject can regard this otherwise than as the removal of a reproach. The only criticism upon the new order of things in this particular matter which we can personally call to mind was uttered by an elderly practitioner of crystallised proclivities to whom a draft was presented by one of his clerks without any "all the estate clause" or covenants for title in it. Upon inquiring the reason for this, he was informed, with the conscious blush of recently acquired knowledge, that these provisions were rendered superfluous by the Conveyancing Act. "Young man," said Nestor, "brevity is the soul of wit, but it is a very small part of wisdom. Put them in."

Once again, the draft should, as a whole, be accurate, consistent, logical, and consecutive. This result may be attained in a very great measure by thought and care before and during its preparation; but the finishing touch should be put as the result of subsequent perusal, more particularly if it has been dictated, so that the draftsman has not at each stage had the previous provisions before his eye. Each statement should be carefully checked with the materials on which it is founded. Each clause should fit in with that which precedes and follows it, and have its own distinct purpose as a connecting link in the complete chain. The recitals should lead naturally to the operative parts; reservations, trusts, covenants, and other provisions should assimilate with the subject-matter; nothing should be left to doubtful inference; nothing expressed which lends no aid either of explanation or practical result to the instrument, or is not perfectly consistent with any other provision.

Lastly, no one can be a competent draftsman who is not also a competent lawyer—not only competent as having acquired a trained habit of accuracy of thought and diction, but also as having mastered the general principles of law bearing on the subject in hand. No more eloquent proof could be needed of this, in an extreme form, than the result which commonly flows from the complacent use by a testator who prepares his will without professional assistance of technical phraseology. With a full belief that he is disposing of all his property to his complete satisfaction, such a testator will frequently give an estate tail where he meant to confer a fee simple, or *vice versâ*, will embrace or exclude an individual or a given class in an inverse ratio to his intention to the contrary, and die intestate as to property which he fully supposed himself to have bequeathed. The illustration, as we have said, is an extreme one, but not so extreme as at first sight appears, because the artless attempts of a lay testator receive a far more indulgent construction than the blunders of a professional draftsman, who is assumed to have known the technical meaning of the language employed. The frame and language of most classes of instrument which it falls to the draftsman's lot to prepare are dependent on principles of written or unwritten law which should be present to his mind, and he can never hope to rise above the level of a conveyancing drudge, and become a master of the art, unless he keeps these before him, and appreciates the legal virtue and consequences of every phrase that he employs.

The *Times* says that Mr. Denver, solicitor, of Newry, having written to Mr. Charles Russell, Q.C., M.P., asking him to use his influence to have solicitors appointed assistant revising barristers under the new Registration Act to assist at the forthcoming revision sessions in Ireland, has received the following reply:—"I have mentioned the matter of your letter to the Government, but it is not well received. They say they cannot depart from the precedent hitherto pursued in Ireland and acted upon in England."

REVIEWS.

CHANCERY FORMS.

DANIELL'S CHANCERY FORMS.—FORMS AND PRECEDENTS OF PROCEEDINGS IN THE CHANCERY DIVISION OF THE HIGH COURT OF JUSTICE, AND ON APPEAL THEREFROM. FOURTH EDITION. By CHARLES BURNEY, a Chief Clerk of Mr. Justice Chitty. Stevens & Sons.

Since the third edition of this work was published, in 1879, so many alterations have been made in the practice of the Chancery Division that no small amount of labour was necessary in order to bring all the forms and notes up to date, and to supply those additions which the various statutes and rules passed since the last edition have required. The present editor has not, so far as our observations of his work have enabled us to judge, shirked this labour in any way, and has produced an edition of great completeness. He has arranged his forms in an order very nearly corresponding with that in which the various subjects to which they relate occur in Daniell's Chancery Practice. The long note which formerly headed each chapter of forms has been omitted, and, in its stead, is given a reference to the pages of Daniell's Practice where the subject in question is discussed, and also an epitome of the Rules of Court relating to that subject. The notes throughout have been carefully re-written, and contain references to the most recent decisions and rules. A large number of new forms have been added, including not only those which have been required by alterations in the law or practice which have taken place since the last edition, but also forms supplying omissions which existed in the earlier editions. Amongst these latter we notice several new forms in partition actions, space for which has been found by the omission of the forms required under the now obsolete procedure by commission.

Some of the omissions in this edition appear to us, however, to be scarcely so well justified; and we think that the editor would have done well to retain several of the forms of petition in cases where the alternative of proceeding by summons or petition exists. For instance, under the heading of "Burial Acts," the only form given is a "summons that charity lands, vested in parochial trustees, may be taken for a graveyard." The more usual procedure would be, we apprehend, by petition, a form of which is contained in the previous, but omitted in this, edition. Nor is the form of summons given in its place altogether commendable. It ought, surely, to contain a reference to the certificate of the Charity Commissioners, if only with a view to making it intelligible. There is also, on page 54, a summons "to stay proceedings where lunatic, or person of unsound mind, sues neither by committee nor by next friend," for which we can find no authority. The old practice used to be to move to dismiss, and we are not aware of any rule which has altered this. In the formal parts of a petition given at p. 25, no notice is taken of the requirements of ord. 4, r. 4, where proceedings are commenced by a petition.

We note some very useful new forms under the Parliamentary Deposits Acts, and the recent Conveyancing, Settled Land, and Married Women's Property Acts. In the "title of proceedings" under the Settled Land Acts (form No. 2,256), Mr. Burney gives in the case of an estate by the curtesy, "In the matter of, &c., settled by a settlement made within the meaning of the Settled Land Act, 1884, s. 8, by A. B., deceased, the late wife of C. B." This form, as Mr. Burney informs us in a note, is one suggested by Messrs. Wolstenholme and Turner, and is certainly not lacking in ingenuity. But it is certainly a melancholy example of the desperate straits to which the draftsman may be reduced by means of an interpretation clause, when he has to describe a woman who gives birth to a child as making a settlement.

PRACTICE OF THE QUEEN'S BENCH DIVISION.

CHITTY'S ARCHBOLD'S PRACTICE OF THE QUEEN'S BENCH DIVISION OF THE HIGH COURT OF JUSTICE, AND ON APPEAL THEREFROM TO THE COURT OF APPEAL AND HOUSE OF LORDS, IN CIVIL PROCEEDINGS. FOURTEENTH EDITION. By T. WILLES CHITTY, Barrister-at-Law, assisted by J. ST. L. LESLIE, Barrister-at-Law. Two Vols. H. Sweet & Sons; Stevens & Sons.

The amount of revision required in the present edition of this work may be understood from the fact that the last edition was published in 1879. A considerable part of the book has been rewritten, and there are comparatively few pages which have not been added to or altered. The new matter to be incorporated was of great magnitude; but the main difficulty in a standard work professing to be a complete "practice" is not so much what to add as what to retain. The solution of this difficulty is, of course, in many respects, a good deal easier to-day than when Mr. Prentice dealt with the last edition; but there remains a vast mass of decisions more or less applicable to the new practice. So far as our observation has gone, Mr. Chitty has made his selection among these cases with skill and judgment. If he errs at all, it is on the side of cautious retention of matter which may possibly be of service to the practitioner.

The work now follows closely the arrangement adopted in the recent edition of Chitty's Forms. After dealing with the courts and their officers—under which heading the subject of solicitors is very fully treated—and the matters preliminary to an action, the various stages of an action in the Queen's Bench Division down to trial and verdict, are dealt with in separate chapters. Then follows a chapter on costs, exceedingly well arranged and complete; and the first volume is ended by chapters on new trial and judgment, and the execution and enforcement of judgments and orders. Vol. 2 deals with the subject of appeals to the Court of Appeal and the House of Lords; the parties to an action and applications relating thereto, and proceedings by and against particular persons; proceedings in particular actions, and other miscellaneous matters, including applications to court and at chambers, and references. We have examined the book on several points, and have found the effect of the decisions stated with great accuracy. The cases are very carefully collected, but the references to current series of reports seem to be governed by no settled principle. Sometimes references are given to all the different series; sometimes only to one; and not unfrequently cases which have been reported are cited only from the *Weekly Notes*. This is a defect which should be remedied in the next edition. In general, we think that this edition is characterized by skill and care, and its value to the practitioner can hardly be exaggerated.

ROMAN LAW.

A SYSTEMATIC AND HISTORICAL EXPOSITION OF ROMAN LAW IN THE ORDER OF A CODE. By W. A. HUNTER, Barrister-at-Law. Embodying the Institute of Gaius and the Institutes of Justinian, translated into English by J. ASHTON CROSS, Barrister-at-Law. SECOND EDITION, revised and enlarged. W. Maxwell & Son.

The appearance of a second edition of this work is a sufficient indication that it has not failed to attract the attention of the public. It is a very full and painstaking exposition, both of the history and of the matter of Roman law. The first hundred pages are devoted to a purely historical sketch, which will be found highly interesting; and the appendix, or note, at p. 113, upon Bracton's borrowings from Roman sources, is worthy of the attention even of those English lawyers who, like ourselves, are disposed to look somewhat askance at the modern school of "jurists." The completeness and clearness of the book would have made it an invaluable manual to the students of the Middle Empire. "It is the duty of joint owners to defray their share of the expense incurred by any one of them on behalf of the joint property, and also to exonerate a joint owner from any liability he has incurred. This includes all expenditure from the date that the property was held in common up to the time that judgment is given in a suit for partition" (p. 338). This has quite the air of a modern book of practice. We would recommend to the notice of the ingenious persons who love to imagine a Roman origin for every peculiarity of English real property law, the fictitious action styled *in jure cessio* (p. 262), which affords, at least, as plausible an explanation of the origin of fines as some other matters which we have seen adduced for the purpose. But even here we may find a warning against relying on these remote and nebulous analogies. "Persons *in potestate, in manu*, or *in mancipio*"—that is, children of living persons, married women, and slaves—"can acquire nothing by *in jure cessio*." But it was a principal function of fines to enable married women to convey their lands.

ELECTION LAW.

ROGERS ON ELECTIONS. FOURTEENTH EDITION. Part I. Registration, Parliamentary and Municipal, including the Practice in Registration Appeals, with an Appendix of Statutes and Forms. By JOHN CORRIE CARTER, Esq., Barrister-at-Law. Stevens & Sons.

The present edition introduces an important change in this well-known work, which we think will be welcomed as an improvement. The book is now divided into two parts, one relating to election law down to and including registration and appeals from revising barristers, and the other dealing with proceedings subsequent to registration down to the return of members to Parliament. Thus the first part constitutes a treatise on registration, and the other part a treatise on election law, properly so called, including the law of corrupt and illegal practices and election petitions. The first part now before us embodies the changes introduced by the recent Reform Act; the Municipal Voters' Relief Act, 1885; the Registration Act, 1885; and the Redistribution of Seats Act, 1885; and those Acts, with the earlier Franchise Acts, are printed in full in the appendix. The alterations as regards the extended qualification for voters for counties are shortly stated at p. 21, the full consideration of the subject under the head of "Voters for Boroughs" rendering any lengthy notice unnecessary. In the subsequent chap-

ters the changes recently introduced in the operations of registration are noticed in the proper places, and forms for county and borough registration are given in the appendix.

COUNTY COURT PRACTICE.

ARCHBOLD'S COUNTY COURT PRACTICE, WITH AN APPENDIX, CONTAINING THE ACTS AND RULES APPLICABLE TO THE PRACTICE OF THOSE COURTS, INCLUDING THE BANKRUPTCY ACT, 1883; AND THE RULES MADE IN ACCORDANCE THEREWITH. NINTH EDITION. By J. V. VESEY FITZGERALD, Esq., Barrister-at-Law. Shaw & Sons.

Mr. Fitzgerald has, we think, satisfactorily brought up to date the present edition of this well-known work. The main changes (independently of the alterations necessitated by the modifications in the rules) are to be found in the chapters relating to the miscellaneous jurisdictions in recent years conferred on the county courts. In the chapters which we have examined we have found the new legislation neatly and concisely stated, and points of practical importance likely to arise carefully noticed. Half the volume consists of the statutes printed at length; rules and scales of costs.

PUBLIC HEALTH.

EPITOME OF THE LAWS AFFECTING HEALTH, COMPILED FOR THE USE OF THE GENERAL PUBLIC. By J. L. VESEY FITZGERALD, Barrister-at-Law. Waterlow Bros. & Layton.

This is a useful general outline of the common and statute law relating to sanitary matters, well arranged, and so clearly expressed that no layman will find any difficulty in comprehending his duties or rights. The book is likely, also, to be of service to lawyers, as giving, in a very short compass, the substance of a great mass of the law relating to the public health.

CORRESPONDENCE.

A VERY PROPER PRECEDENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The vexation occasioned to litigants, and the injury their interests are not infrequently exposed to, when counsel, whose services have been retained and liberally paid for, fail in attendance have been often the subject of discussion and complaint. The purely honorary character of the relationship between counsel and solicitors is neither appreciated nor voluntarily acquiesced in by clients, and the following recent incident may, therefore, be found interesting, as it indicates a new departure in the practice hitherto maintained, and at the same time raises a hope of the introduction of a higher ethical code than that which has too long prevailed.

In an action recently tried, I had retained an eminent leading counsel. Brief and papers had been delivered, and consultation held, but he failed to attend upon the trial. My clients not unnaturally felt much aggrieved at not receiving the benefit of an advocacy they had expected and stipulated for, and it was, at my suggestion, determined to communicate with the learned counsel for a return of the fees which had been paid him. I accordingly wrote to this effect, and received the courteous reply, that "he would be happy to return the fees if he could find any precedent for doing so."

The whole matter was then referred to the Attorney-General, and it cannot fail to interest the legal profession to be made acquainted with his views and usage, which are, "*to return so much of the brief fee as exceeds the amount which would have been proper if the brief had been simply a case for opinion.*"

Following this high example, the learned counsel promptly sent me a cheque for the difference, and I have much pleasure in giving merited publicity to a circumstance so unusual and praiseworthy.

The adoption by the bar of the example of their eminent leader, the learned Attorney-General, would be a welcome and healthy change in the unjustifiable conditions hitherto observed.

No return of fees could, of course, compensate a litigant for the serious loss often sustained by the non-attendance of his counsel, but it would be some *solatium* in his misfortune to know, especially when the fees paid were high, that these were not wholly lost to him, and that their restoration might be relied upon. WM. S. NORTON.

71, Queen-street, Cheapside, London, August 5.

LAW DEGREES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—From the *Lancet* of the 1st inst., it appears that a committee has been appointed by the Royal Colleges of Physicians and Surgeons of England to consider the advisability and practicability of obtaining powers enabling the two colleges to confer degrees in medicine and surgery. This committee has presented its report (the consideration of which is, however, deferred till next October), in which it unanimously adopts the following resolutions:—

1. "That it is desirable that persons examined by the Royal College of Physicians of London and the Royal College of Surgeons of England conjointly, and found duly qualified, should, in virtue of that examination, have a degree in medicine and surgery conferred upon them."

2. "That the curriculum and the examinations to be undergone for the licence of the Royal College of Physicians of London and the Royal College of Surgeons of England are equal to those required by most of the universities for degrees in medicine and surgery."

And the committee further add that, should the two colleges approve the foregoing resolutions, in their opinion *means could be found* for giving effect to them.

Now, I venture to suggest that, *mutatis mutandis*, the foregoing resolutions would equally well apply to the Council of Legal Education, the Incorporated Law Society and degrees in law, and that the subject should be brought under the notice of the two legal examining bodies. The idea is by no means a new one, as a legal university has been contemplated for years; but, as the present time is considered to be such a favourable one by the medical profession (probably on account of the movement for a teaching university for London), it must surely be equally opportune for the legal profession.

Lincoln's-inn, Aug. 5. B. W.

CASES OF THE WEEK.

COURT OF APPEAL.

MARRIED WOMAN PLAINTIFF—SECURITY FOR COSTS—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1 (2).—In the case of *Jacob* v. *Isaac*, before the Court of Appeal, No. 2, on the 4th inst., the question arose whether a married woman, suing as plaintiff in an action, without her husband and without a next friend, and not having any separate estate, other than that which is the subject of the action, can be ordered to give security for costs. The action was brought by a married woman against the executors of her father's will, claiming to be entitled to her father's estate for her separate use, or in the alternative to an equity to a settlement out of the property. The defendant, the widow of one of the executors, applied that the plaintiff might be ordered to give security for costs, and deposed that in her belief the plaintiff, not being possessed of or entitled to any property of any kind or description whatever, had no means for payment of the costs of the action should the defendant be successful in her defence. Bacon, V.C., refused the application. The Court of Appeal (COTTON and LINDLEY, L.JJ.) affirmed the decision. COTTON, L.J., said that whether it was right that Parliament should enact that a married woman without any separate estate and suing apart from her husband, and without a next friend, must give security for costs, must be left to the Legislature to decide. The Court must deal with the Act as it stood, and section 1 (2) said that a married woman should be capable of suing and being sued, either in contract or in tort, or otherwise, in all respects as if she were a *feme sole*, and that her husband need not be joined with her as plaintiff or defendant. The court never required a *feme sole* suing as plaintiff to give security for costs because she had no property. The practice of requiring security for costs arose at a time when the person of a debtor could be seized, and by reason of his living abroad he could not be arrested. Whether it would or would not be a good rule that a married woman plaintiff alone must give security for costs, it would be contrary to the Act as it now stood. LINDLEY, L.J., concurred. He did not see how to get out of the language of the Act, though it was rather a startling consequence that a married woman should be able to engage in litigation apart from her husband, and, when she had no separate estate, should not be exposed to any liability as to costs. But the court could not undo the Act. [This decision conflicts with the view expressed by PEARSON, J., in *Pindar* v. *Robinson*, *ante*, p. 590.]—COUNSEL, *C. James; J. F. Oswald.* SOLICITORS, *Tamplin, Tayler, & Joseph; Josl Emanuel & Co.*

R. S. C., 1883, ORD. 1, R. 1; ORD. 2, R. 1; ORD. 55, R. 3; ORD. 58, R. 15; ORD. 71, R. 1—JUDICATURE ACT, 1873, s. 100—APPEAL—TIME—ORDER DISMISSING ORIGINATING SUMMONS.—In a case of *Galland* v. *Burton*, before the Court of Appeal No. 2, on the 1st inst., the question arose, what is the time within which an appeal must be brought from the dismissal of an originating summons. On the 21st of April, Bacon, V.C., dismissed an originating summons for the administration of an estate. On the 1st of June notice of appeal was given. On the opening of the appeal the objection was taken that the notice was given too late—that it ought to have been given within twenty-one days from the dismissal. Rule 15 of order 58 provides that "no appeal to the Court of Appeal from any interlocutory order, or from any order, whether final or interlocutory, *in any matter not being an action*, shall, except by special leave of the Court of Appeal, be brought after the expiration of twenty-one days; and no other appeal shall, except by such leave, be brought after expiration of one year." It was contended that an originating summons is "a matter not being an action." Section 100 of the Judicature Act, 1873, provides that, "in the construction of this Act, unless there is anything in the subject or

context repugnant thereto, the several words hereinafter mentioned shall have, or include, the meanings following" (*inter alia*): "'Action' shall mean a civil proceeding commenced by writ, or in such other manner as may be prescribed by rules of court, and shall not include a criminal proceeding by the Crown." Rule 1 of order 1 provides that "all actions which, previously to the commencement of the principal Act" (*i.e.*, the Judicature Act, 1873), "were commenced by writ in the superior courts of common law at Westminster, or in the Court of Common Pleas at Lancaster, or in the Court of Pleas at Durham; and all suits which, previously to the commencement of the principal Act, were commenced by bill or information in the High Court of Chancery, or by a cause *in rem* or *in personam* in the Court of Admiralty, or by a citation or otherwise in the Court of Probate, shall be instituted in the High Court of Justice by a proceeding to be called an action." Rule 1 of order 2 provides that "every action in the High Court shall be commenced by a writ of summons." Rule 3 of order 55 enables certain persons to take out, as of course, "an originating summons, returnable in the chambers of a judge of the Chancery Division," for certain specified relief, without an administration of an estate or trust. Rule 1 of order 71 provides, "The provisions of the 100th section of the principal Act shall apply to these rules. In the construction of these rules, unless there is anything in the subject or context repugnant thereto, the several words hereinafter mentioned or referred to shall have or include the meanings following:—'Originating summons' means a summons by which proceedings are commenced without a writ." The court (COTTON, LINDLEY, and FRY, L.JJ.) overruled the objection, and held that the notice had been given in time. COTTON, L.J., said that the orders must not be taken as being, or as intended to be, inconsistent with the Act. He did not understand rule 1 of order 1 as meaning that nothing but what was there mentioned was to be called an action. But even if that was so, "a civil proceeding, commenced in such manner other than by writ, as is prescribed by rules of court," would be an action. His lordship understood rule 1 of order 2 to mean that every action was to be commenced by writ, except where otherwise provided by the rules. But rule 3 of order 55 provided that certain civil proceedings should be commenced by originating summons instead of by writ. Then came the definition of "originating summons" in rule 1 of order 71. Reading that in connection with section 100 of the Act, an originating summons must be taken to be a "civil proceeding commenced otherwise than by writ as prescribed by a rule of court," and therefore, by section 100, it was an action. Consequently, the limit of twenty-one days for appealing did not apply, the order of dismissal being a final order. LINDLEY and FRY, L.JJ., concurred.—COUNSEL, *Hemming*, Q.C., and *Russell Roberts*; *Crossley*, Q.C., and *Coltman*. SOLICITORS, *Brooksbank & Galland*; *Monckton, Sons, & Gardiner*.

MORTGAGOR AND MORTGAGEE—REDEMPTION ACTION—ACCOUNT BY MORTGAGEE IN POSSESSION—RECEIPT OF RENTS BY AGENT.—In a case of *Noyes* v. *Pollock*, before the Court of Appeal, No. 2, on the 1st inst., there was a question as to the account to be rendered by a mortgagee in possession in a redemption action. An order had been made that the defendants should account, as mortgagees in possession, for rents and profits of the mortgaged property received by them or by any person by their order or for their use. The account which the defendants brought in under this order was an account of rents and profits received by them from their agent, who had actually received the rents from the tenants; not an account of what the agent had received from the tenants. The plaintiffs applied for an order that the defendants should furnish a further and better account. Pearson, J., refused the application, on the ground that the plaintiffs ought to surcharge the defendants. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) held that the plaintiffs were entitled to the further account which they claimed. COTTON, L.J., said that, as between the plaintiffs and the defendants, everything which the defendants' agent had received must be taken to have been received by them. This was not a mere technicality. The plaintiffs could not surcharge the defendants unless they knew what their agent had received. The agent was bound to account to his principals, and the court would not assume that he would refuse to perform his duty. LINDLEY and FRY, L.JJ., concurred.—COUNSEL, *Higgins*, Q.C., and *W. Latham*; *Rigby*, Q.C., and *Stirling*. SOLICITORS, *Walters, Deverell, & Co.*; *Druces, Jackson, & Atlee*.

INFANT—GUARDIAN—DOMICIL—JURISDICTION—CHILD OF BRITISH SUBJECT BORN ABROAD.—In the case of *In re Willoughby*, before the Court of Appeal, No. 2, on the 31st ult., an important question arose as to the jurisdiction of the court to appoint a guardian of an infant. The father of the infant was the son of a natural-born British subject, but he was born in France, where he had lived all his life. He was, at the time of his death, and had been for many years, British Vice-Consul in Paris. He died intestate in December, 1884. His wife, who survived him, was a Frenchwoman. She had left her husband in 1877, and had never returned to him. By virtue of the Act 13 Geo. 3, c. 21, the infant was entitled to all the rights of a natural-born British subject. By the law of France, a Frenchwoman who marries a foreigner assumes his nationality during coverture, but resumes her own nationality on the death of her husband. By the same law the mother, on the death of her husband, becomes the lawful guardian of the infant. The infant had no property in England. After the father's death the mother commenced proceedings in a French court to obtain the control of the infant, and to remove her from a school where she had been placed by her father. The French court adjourned these proceedings, pending the present application by the infant, by her next friend, for the appointment of guardians of the person of the infant. It was admitted that the mother was not a person whom the English courts would appoint as guardian. Kay, J., held (33 W. R. 724, *ante*, p. 470) that the court had jurisdiction, and that it ought to exercise it, and he referred the case to chambers to appoint guardians. The Court of Appeal (COTTON and LINDLEY, L.JJ.) affirmed the decision. COTTON, L.J., said that, in his opinion, the court had jurisdiction to appoint a guardian of any infant British subject, wherever the infant was residing, and whoever might have the custody of it, though it would not, except under extraordinary circumstances, appoint a guardian when the infant, and the person in whose custody it was, were out of the jurisdiction. If there was a probability of the actual guardian abusing his power, the court would appoint another guardian. He thought it was the duty of the court to appoint guardians in the present case. There would be no conflict between this court and the French courts. The mother, who appeared by counsel, did not seek to justify her conduct. The order of this court would really assist the French court. Notwithstanding the fact that there was no person against whom, or property against which, the court could act, it would be wrong, under the circumstances, to refuse to make an order. LINDLEY, L.J., concurred.—COUNSEL, *Graham Hastings*, Q.C., and *J. G. Wood*; *Macnaghten*, Q.C., and *Methold*. SOLICITORS, *A. F. & R. W. Tweedie*; *F. Rolt*.

MORTGAGE—TRANSFER—MISAPPLICATION OF MORTGAGE-MONEY BY TRANSFEROR'S SOLICITOR — AUTHORITY OF SOLICITOR TO RECEIVE MORTGAGE-MONEY.—In a case of *Gordon* v. *James*, before the Court of Appeal, No. 2, on the 22nd ult., a question arose as to the right of mortgagees, who had executed a transfer of their mortgage upon a representation by their solicitor that it was a reconveyance of the property to the mortgagor, who was about to pay off the mortgage, to a lien for the mortgage-money on the property as against the transferee, the solicitor having received and misappropriated the money. The original mortgagees were trustees, and the transferee was also a client of their solicitor, to whom he had intrusted some money to invest on mortgage. After the execution of the transfer the solicitor paid the amount of the interest on the mortgage debt to the transferee, and continued to do so until he became a bankrupt. The mortgagor had no notice of the transfer until after the bankruptcy, and until he received that notice he continued to pay interest on the mortgage debt to some accountants, who acted as agents for the original mortgagees. After the bankruptcy the trustees (the original mortgagees) brought the action against the transferee, claiming a lien for the mortgage debt on the mortgaged property, or on his interest in it. Bristowe, V.C., held that no constructive notice of the solicitor's fraud could be imputed to the transferee, and that he must be treated as a purchaser for value without notice. He thought that it was sufficient to show that, from the course of dealing between the trustees and their solicitor, the latter had an implied authority to receive on their behalf the mortgage-money from the transferee, and that that was shown by the evidence; that, at any rate after the lapse of time, the plaintiffs could not rely on the want of authority of the solicitor, and that the defendant was not bound to employ a separate solicitor or to give notice of the transfer to the mortgagor. The plaintiffs having, by the transfer and the receipt indorsed on it, acknowledged that they had received the money from the defendant, could not as against him assert that this statement was untrue. The action was, therefore, dismissed. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) affirmed the decision, though on different grounds. They said that the plaintiffs' claim was to enforce an equity, and they had been guilty of such negligence that they could not be allowed to do this. If they had looked at their own accountants' books, they would have found that the mortgage had never been paid off, and that the mortgagor was still paying interest on it.—COUNSEL, *Rigby*, Q.C., and *Ralph Neville*. SOLICITORS, *Goldring & Mitchell*.

JOINT STOCK COMPANY—POWER TO VARY MEMORANDUM OF ASSOCIATION—ACQUIESCENCE BY SHAREHOLDER—COMPANIES ACT, 1862, ss. 8, 12.—In the case of *Ashbury* v. *Watson*, before the Court of Appeal, No. 1, on the 23rd ult., the question was as to the power of a joint stock company by special resolution to vary its memorandum of association in respect of the application of net revenue. By the memorandum of association of the Smyrna and Cassaba Railway Company (Limited), which was formed in 1864, the capital was declared to be £800,000, in 40,000 shares of £20 each, of which a portion, not exceeding £14,000, was to be preference shares. It was also provided that the preference shares were to have a first right to a dividend of 7 per cent., and that the ordinary shares were then to receive 7 per cent., and provisions were made for the application of any surplus revenue. In 1872, resolutions were passed whereby 7 per cent. was to be first paid to the preference shareholders, but the ordinary shareholders were only to receive 2½ per cent. instead of the 7 per cent. originally provided, and subject thereto the revenue was to be applied in the redemption of shares in a way which conferred certain benefits on the preference shareholders. These resolutions were registered, and were acted upon from 1872 to June, 1883; dividends were from time to time paid in accordance with them, and no question as to their validity was raised by any of the shareholders. In 1883, resolutions were passed substantially restoring the application of the capital as prescribed by the memorandum of association, and giving 7 per cent. instead of 2½ per cent. to the ordinary shareholders. The preference shareholders objected to this alteration of the resolutions of 1872. The plaintiff was a holder of preference shares, and he applied, on behalf of the holders of such shares, to the court on a special case for a direction as to how the net revenue of the company was to be applied. Kay, J., held that the revenue was to be applied in the manner prescribed by the memorandum of association; also that the receipt of dividends on the footing of the resolutions of 1872 might possibly prevent the recipients from asserting a claim against

the company for any larger payment during the period of such receipt, but that that could not amount to the ratification of an implied contract; that the dividends on those shares should always be paid on the same footing (see report, L. R. 28 Ch. D. 56). The plaintiff appealed. The court (Lord ESHER, M.R., BAGGALLAY, and FRY, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that on one side it was argued that the resolutions of 1872 were not valid even if passed by the consent of all the shareholders, or ratified by them, because they were in contravention of section 12 of the Companies Act, 1862, as altering conditions contained in the memorandum. On the other side it was said that, admitting the resolutions to be an alteration of a condition in the memorandum, yet the condition was not one mentioned in any of the sections of the Act of 1862; and the meaning of section 12 was only that a condition named in the Act cannot be altered. It was further urged that in any case there was no evidence of agreement or ratification by all the shareholders. He was against the appellants on both points. Section 12, when construed according to the ordinary meaning of its words, was a plain enactment that nothing which is a condition in the memorandum of association can be altered. As a rule, anything which is laid down in the memorandum must be taken to be one of the conditions upon which the company is established, whether it applies to every member or only to a particular member of the association. The section assumes that the whole company might, but for the enactment, make the alteration. The difficulty was to imagine a case in which any stipulation contained in the memorandum could be altered by the whole company. It was said that that was done in *Duke's case* (24 W. R. 341, L. R. 1 Ch. D. 620); but the question of altering the memorandum was not before the court there, and the present decision did not conflict with that case. To accede to the appellants' argument would be to go in the teeth of the decision of the House of Lords in *The Ashbury Railway Carriage and Iron Co.* v. *Riche* (24 W. R. 794, L. R. 7 H. L. 653). Therefore, even if it were shown that every shareholder was a party to the resolutions of 1872, or ratified them, they, nevertheless, would be invalid. But there was no evidence of ratification which a judge could have left to a jury. BAGGALLAY, L.J., was of the same opinion. There was the strongest possible provision that there was to be no change in an association mentioned in section 8, except so far as was provided by sections 12 and 13. The memorandum was the charter of the company, to be modified only in respect of the matters for which provision was made for that purpose. FRY, L.J., said that it was plain, both on authority and reason, that the mode of distribution of the dividend is an essential condition of the constitution of a company, and, as such, cannot be altered. An important point had been raised as to how far a transferee of shares would be bound by acquiescence on the part of the transferor. As then advised, his lordship was of opinion that, in the case of a transfer conferring a legal right, the transferee would not take, subject to any personal equity against the transferor.—COUNSEL, *Sir F. Herschell*, Q.C.; *Robinson*, Q.C., and *F. B. Palmer*; *Davey*, Q.C., and *Phipson Beale*. SOLICITORS, *A. T. Hewitt*; *Bircham & Co.*

POOR LAW—SETTLEMENT—PAUPER OVER SIXTEEN—DIVIDED PARISHES ACT, 1875, s. 35.—In the case of *The Queen* v. *The Guardians of St. Mary, Islington*, before the Court of Appeal, No. 1, on the 23rd ult., the question was whether a pauper who is above the age of sixteen at the time of the inquiry as to his settlement can take the birth settlement of his father. By section 35 of the Divided Parishes Act, 1875, "No person shall be deemed to have derived a settlement from any other person, . . . except in the case of a wife from her husband, and in the case of a child under sixteen, which child shall take the settlement of its father . . . up to that age, and shall retain the settlement so taken until it shall acquire another." Alice Davis, the pauper, was born in June, 1855, in the parish of Enfield, in the Edmonton Union, and had never acquired any settlement by any act of her own. She was the legitimate daughter of Richard Davis, who was born in November, 1830, in the parish of St. Alphege, in the city of Canterbury, and had acquired no other settlement. On the 16th of February, 1884, an order was made for the removal of the pauper from the parish of St. Mary, Islington, to the parish of Enfield, on the ground that she was born there. On appeal to the quarter sessions, it was contended, on behalf of the respondents, that the words "no person," commencing section 35, were, by the context, limited to a pauper whose settlement is under consideration, and that thus the present pauper, having arrived at the age of twenty-eight at the time when her settlement was being inquired into, was to be deemed not to have derived a settlement from her father, but to be settled in the parish in which she was born. It was further contended that, by force of the same section, the birth settlement of the father was not a settlement which the daughter could derive. For the appellants it was contended that, on the true construction of the section, the pauper was settled in the parish in which her father was born. The court of quarter sessions quashed the order, but their decision was reversed by Pollock, B., and Day, J. (see report, L. R. 15 Q. B. D. 95). The Guardians of Edmonton appealed. The court (BRETT, M.R., and BAGGALLAY and FRY, L.JJ.) stopped the argument for the appellants, and dismissed the appeal, BRETT, M.R., saying that the court were of opinion that the case was governed by the decision of the Court of Appeal in *Reg.* v. *Bridgnorth* (31 W. R. 938, L. R. 11 Q. B. D. 314), and that they could not entertain it without overruling that decision; but leave would be granted to appeal to the House of Lords.—COUNSEL, *Jelf*, Q.C., and *Poland*; *McIntyre*, Q.C., *Besley*, and *Tickell*. SOLICITORS, *F. Shelton*; *W. Lewis*.

LUNACY—INQUIRY AS TO COMMENCEMENT OF LUNACY—JURISDICTION—LUNACY REGULATION ACT, 1862, s. 3.—In a case of *In re Danby*, before the Court of Lunacy on the 27th ult., a question arose as to the jurisdiction of the court to direct an inquiry as to the date of the commencement of a lunacy. Section 3 of the Lunacy Regulation Act, 1862, provides that "the inquiry to be made under every order for inquiry, or commission of lunacy, or issue, shall be confined to the question whether or not the person who is the subject of the inquiry is, at the time of such inquiry, of unsound mind, and incapable of managing himself or his affairs, and no evidence as to anything done or said by such person, or as to his demeanour, or state of mind, at any time being more than two years before the time of the inquiry, shall be receivable in proof of insanity on any such inquiry, or on the trial of any traverse of an inquisition, unless the judge or master shall otherwise direct." In *In re Sottomaior* (L. R. 9 Ch. 677), James, L.J., expressed an opinion that under this section the court retained the power, which it had under section 47 of the Lunacy Regulation Act, 1853, to direct an inquiry as to the date of the commencement of a lunacy, if there were special circumstances which made such an inquiry desirable for the protection of the lunatic. In a subsequent case, *In re Stamper* (before the Court of Lunacy on March 10, 1877, but not reported), James, Mellish, and Baggallay, L.JJ., expressed an opinion that the inquiry could not be carried back. In the present case the petition stated that the alleged lunatic had, for more than fifteen years, been of unsound mind, and that, while of unsound mind, he had been induced to execute conveyances of real estate belonging to him, the proceeds of which he had never received, and also to make gifts of real and personal property of considerable value, and to execute a will. The petition asked an inquiry as to the lunacy of the alleged lunatic, and as to the time from which he had been of unsound mind. The court (COTTON, LINDLEY, and BOWEN, L.JJ.) held that there was no jurisdiction to direct an inquiry as to the time at which the lunacy commenced. They were of opinion that the words "unless the judge or master shall otherwise direct," in section 3, apply only to the reception of evidence, and do not enlarge the prior limitation of the inquiry.—COUNSEL, *H. Terrell*. SOLICITORS, *Montagu Scott, & Baker*.

HIGH COURT OF JUSTICE.

MORTGAGE OF SHIP—CHARTER-PARTY—MERCHANT SHIPPING ACT, 1854, s. 70.—In the case of *Marsden* v. *Newton, In re The Great Eastern Steamship Company*, before Chitty, J., on the 3rd inst., the question arose on a summons by charterers of the Great Eastern steamship whether a charter-party was binding on debenture-holders. It was submitted by the charterers that they were entitled under their charter-party to priority over the mortgagees, notwithstanding that the charter-party was made subsequently to the date of the mortgage, inasmuch as the Merchant Shipping Act, 1854, s. 70, provides that a mortgagee shall not by reason of his mortgage be deemed to be the owner of a ship, nor shall the mortgagor be deemed to have ceased to be such owner, except in so far as may be necessary for making the ship available as a security for the mortgage debt. The charter-party contained a clause conferring on the charterers a right of pre-emption. CHITTY, J., said that it was apparent from the decisions in *Collins* v. *Lamport* (13 W. R. 283), and *In re The Fanchon* (29 W. R. 399, L. R. 5 P. D. 173), that the statute did not apply to contracts entered into by the mortgagor which impaired the security. The presence of the right of pre-emption was fatal to the case set up by the charterers. The summons was dismissed, with costs.—COUNSEL, *Whitehorne*, Q.C., and *Bramwell Davis*; *Romer*, Q.C., and *Chadwyck Healey*; *Ines*, Q.C., and *Ingle Joyce*; *Macnaghten*, Q.C., and *Renshaw*. SOLICITORS, *H. C. Barker*; *Gregory, Rowcliffes, & Co.*; *Crundall & Co.*

PRACTICE—INJUNCTION—EQUITABLE INTEREST—RESTRAINING ALIENATION OF CHOSE IN ACTION.—In the case of *Gosset* v. *Davis*, before Chitty, J., on the 24th ult., a motion was made by the plaintiff to restrain the defendant from selling or dealing with a policy of life assurance and a life interest in a settlement. It appeared that the plaintiff had, in 1880, mortgaged a policy on his life and the life interest in a settlement to Messrs. Parker, solicitors, of Bedford-row, for £900. In January, 1884, Messrs. Parker sub-mortgaged to R., and in February, 1884, absconded, when it was found that they, having acted as solicitors in the trusts of the settlement, had misappropiated £14,000 of the settled fund. The defendant purchased from R. with notice. The plaintiff's writ, in addition to claiming an injunction, asked for delivery up to him of the mortgage deed of 1880. CHITTY, J., said that the defendant was the purchaser of an equitable *chose in action*, and, therefore, stood in the place of his assignor, and had the same rights and liabilities. He therefore took with all the original equities. Had Messrs. Parker sought to enforce their security out of the life interest, they would have been met with the answer that they must first make good the deficiency they had produced in the capital fund. The plaintiff, however, was, notwithstanding, not entitled to an injunction. The plaintiff's difficulty was that the defendant had not got the legal estate, but a mere equitable interest. In *The London and County Banking Company* v. *Lewis* (31 W. R. 233, L. R. 21 Ch. D. 490), Kay, J., having declined to grant an injunction in a similar case to the present, the Court of Appeal reversed Kay, J.'s, decision, but only so far as restraining the dealing with the legal estate. That case also fell within the Acts for protection of purchasers by registration of *lis pendens*. It was quite clear that the Court of Appeal would not have granted an injunction unless the defendant had had the legal estate. That was the practice of Jessel, M.R., when sitting in the Rolls Court. Relief would always have been granted against the parting with the legal estate when an action was pending, otherwise the plaintiff might have been harried by repeated conveyances of the legal estate compelling him to keep bringing actions or

proceedings in the nature of amending the writ. The position was otherwise where the subject of the action was a *chose in action* There was no reason why the assignee of such property should have notice of the action, because as he took subject to all equities he was, in any event, bound by the action. Any assignment by the defendant, therefore, could not embarrass the plaintiff. It was said that the deed might be lost or burnt by the defendant. If that were so, the plaintiff would not suffer, but the defendant himself; for the deed was all that the defendant had. Therefore, except in very special circumstances, it was not usual to grant an injunction against a defendant not having the legal estate. As an instance of exceptional circumstances, might be given a case where an injunction was granted where a person dealing with land, and the land itself, were both alike out of the jurisdiction, but the defendant was a person residing here, who was bound to act under the direction of the person out of the jurisdiction. In the case before the court there were no special circumstances, and all that he could do was to make no order except that costs be costs in the action.—COUNSEL, *Ince*, Q.C., and *Hadley; F. Whinney*. SOLICITORS, *Walker & Whitfield; E. F. Davis*.

JURISDICTION—PROTECTION OF INFANTS—INFANT WITHOUT PROPERTY.—In the case of *A. B., an Infant*, before Chitty, J., on the 30th ult., an *ex parte* application having been made by a public society for an injunction restraining a father from communicating with his daughter, aged thirteen, and, it appearing that the infant had no property, CHITTY, J., said that there was ample authority for holding that the court had jurisdiction to protect an infant, notwithstanding that the infant had no property. *In re Spence* (2 Phil. 247) and *In re Fynn* (2 De G. & Sm. 457) were authorities to that effect, and he himself remembered a case where Jessel, M.R., granted an injunction, although the infant had no property. In the case before him he granted the injunction as asked, although the father had not been heard. In doing so he was acting on the strength of the case shown by the affidavits, but the applicants must undertake to accept notice at any time for the discharge of the order.—COUNSEL, *C. Mitchell*.

HUSBAND AND WIFE — SETTLEMENT — COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY—JUDICIAL SEPARATION—APPLICATION OF COVENANT TO PROPERTY ACQUIRED AFTER THE DECREE—DIVORCE ACT, 1857 (20 & 21 VICT. c. 85), s. 25.—In a case of *Dawes* v. *Creyke*, before Bacon, V.C., on the 3rd inst., a question arose whether a covenant in a marriage settlement to settle property of the wife acquired "during the said intended coverture" was still in force after a decree for a judicial separation between the husband and wife had been pronounced; or whether money to which the wife had become entitled subsequently to the decree ought to be paid to her instead of to the trustees of the settlement. BACON, V.C., said that under the statute the wife, since the pronouncing of the decree, was a *feme sole* in respect of any property which she might acquire; that the covenant was therefore inoperative, and the funds must be transferred to her for her separate use.—COUNSEL, *Northmore Lawrence; Swinfen Eady; W. M. Spence; Macaskie*. SOLICITORS, *Nash & Field; Robinson & Dees; John Graham*.

TRADE-MARK—REGISTRATION—OLD MARK—"SPECIAL AND DISTINCTIVE WORD OR WORDS"—WORDS NOT AFFIXED TO ARTICLES—TRADE-MARKS REGISTRATION ACT, 1875, s. 10.—In a case of *In re Chorlton and Dugdale's Trade-mark*, before Pearson, J., on the 27th ult., an important question arose under the Trade-Marks Registration Act of 1875. Section 10 of that Act defines what is a trade-mark for the purposes of that Act, and adds: "Any special and distinctive word or words, or combination of figures or letters, used as a trade-mark before the passing of this Act, may be registered as such under this Act." This was an application by B. & Co., spring mattress manufacturers at Liverpool, for the rectification of the register of trade-marks by expunging from it the trade-mark No. 7,269, which was, in 1876, registered under the Act of 1875 by C. & D., of Manchester, who carried on a similar business. The mark consisted of the words, "Excelsior spring mattress." The main ground of the application was that the mark was not an old trade-mark within the above words in section 10, and that it ought never to have been registered. It was alleged that the words had not ever before the passing of the Act of 1875 been *per se* affixed by labels or otherwise to the goods of C. & D., though they had used the words as descriptive of the goods in advertisements and otherwise before that date. PEARSON, J., said that the proper construction of section 10 had been decided in *In re J. B. Palmer's Trade-Mark* (L. R. 24 Ch. D. 504). In that case it was held by Chitty, J.—and his decision was affirmed by the Court of Appeal—that, in order that "special and distinctive words" used before the Act should be entitled to registration as a trade-mark under section 10, they "must have been used solely and not in combination with any device"—"used by themselves as a trade-mark," not "used as part of a trade-mark." His lordship would have been glad if the judges had been able to give a more liberal construction to the Act. Independently of those decisions, he should have thought that the object of the Act was to preserve to all traders all rights in respect of trade-marks which they had acquired before the Act, so that if the goods of a trader had become known by a particular name, without the name having been actually affixed to the goods, he having then the right to affix the name to his goods by labels or otherwise, this right should be preserved to him. However, he was bound to construe the Act in accordance with those decisions, and to hold that, if the words had been used before the passing of the Act simply as a name for the goods, that would not entitle them to registration under the Act. But *In re J. B. Palmer's Trade-Mark* showed that a slight user would be sufficient. There was no dispute that the respondents had advertised their goods as "Excelsior spring mattresses." But had they used the words as a trade-mark? There had been produced a mattress stamped with the words, and also a photograph of a mattress which used to be exhibited to customers as representing the article which they were buying, and this photograph showed the mattress as bearing on it a placard with the words "Excelsior spring mattress," followed by other words. His lordship thought that he was at liberty to say that this was really a use as a trade-mark, because what followed was only puffing. Under these circumstances, there being no doubt that, independently of the user required by the Act of 1875, the words had been used as a trade-mark in every sense of the term, it was sufficient that the words had been used on more than one occasion, and exhibited in type on the goods which the respondents sold, and that was sufficient to justify the registration. The application must be dismissed.—COUNSEL, *Cookson*, Q.C., and *Staffurth; Cozens-Hardy*, Q.C., and *Chadwyck-Healey*. SOLICITORS, *Pritchard, Englefield, & Co.; Shaw & Tremellen*.

COMPANY—WINDING UP—LIABILITY ON LEASE—SETTING ASIDE FUNDS TO MEET—COMPANIES ACT, 1862, s. 158.—In a case of *Gooch* v. *The London Bankers' Association*, before Pearson, J., on the 24th ult., a question arose as to setting aside funds to meet the liability upon the covenants in a lease which had been granted to a company in liquidation. The plaintiff was the landlord of the house in which the defendant company carried on their business. The house was held under a lease granted in 1874, for a term of ninety-nine years, at a rent of £2,475. The company was in voluntary liquidation; all the debts had been paid, and there was a large surplus in the hands of the liquidators, which the liquidators were about to distribute among the shareholders. The plaintiff sought to prevent the distribution, unless funds were set apart to provide for the liability of the company to the plaintiff under the lease. PEARSON, J., said that, if he had to decide the case in accordance merely with justice and common sense, he should, without hesitation, say that the motion ought to be granted. It was admitted that, as against the creditors whose debts were due, a lessor had no right to have any sum impounded for his indemnity; but he thought that *Oppenheimer* v. *The British and Foreign Exchange and Investment Bank* (L. R. 6 Ch. D. 744) was a decision in favour of the plaintiffs under the circumstances of the present case. There was a difference between the dissolution of an ordinary partnership and that of a company, for, in the case of a partnership, each partner remained liable to the creditors. A limited company was entirely the creature of statute, and its winding up was entirely regulated by the terms of the Companies Acts. He thought it was intended that a winding up should take place once for all, not piecemeal; it was not intended that the assets should be distributed, and that, when a claim of this nature had ripened into a debt, the creditor should have to come again to the court to set the winding-up machinery in motion. If the assets were allowed to be distributed without providing for this liability, some of the shareholders might in the meanwhile become insolvent, and the others would be called upon to pay more than their proper quota. The 133rd section of the Companies Act, 1862, provided that, upon the voluntary winding up of a company, among other consequences, the property of the company should be applied in satisfaction of its liabilities, and, subject thereto, be distributed among the members. He considered that this liability must be provided for before anything could be returned to the shareholders.—COUNSEL, *Cozens-Hardy*, Q.C., and *Stirling; Everitt*, Q.C., and *H. Burton Buckley*. SOLICITORS, *Bircham & Co.; Murray, Hutchins, & Co.*

TRADE-MARK—REGISTRATION—APPLICATION TO REGISTER OLD MARK FOR NEW CLASS OF GOODS—SIMILARITY TO OTHER MARK—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, ss. 65, 72.—In a case of *In re Lyndon's Trade-Mark*, before Pearson, J., on the 16th ult., a question arose as to the registration of a trade-mark. L. & Co. had, from the year 1864, used as a trade-mark, for iron and steel goods now included in class 13 in the 3rd schedule to the Trade-Marks Rules of 1883, the head of Minerva (the head of a woman wearing a helmet). In 1884 they were extending their business to the manufacture of other iron and steel goods comprised in class 12, and applied for the registration, in connection with that class, of the head of Minerva (their old mark) with the word "Athena" printed under it. The application was opposed by B. & Co., who had, since 1869, used as their trade-mark, for goods comprised in class 12, the head of a man (uncovered) with the word "way" printed under it. This mark had been registered in the Sheffield Register of Cutlery Marks in April, 1884. B. & Co. opposed the registration of L. & Co.'s mark, on the ground that it was so similar to their own mark as to be calculated to deceive. PEARSON, J., refused the application. He was obliged to hold that a result followed from the Trade-Marks Act which he could not think was contemplated by the authors of it. L. & Co. had honestly extended their business to the manufacture of smaller articles of cutlery, and no one could doubt that, if the Act had not been passed, they would have been entitled to stamp the smaller articles with the mark which they had hitherto employed for larger articles. However, the Act said that two persons should not register similar new trade-marks for the same class of goods, and the question was whether this trade-mark of L. & Co. was so similar to that of B. & Co. that it ought not to be registered. He did not think he could look at the fact that L. & Co. had used the trade-mark for articles in class 13 for more than twenty years, because under the Act each class of goods was to be treated separately and required a separate registration. The only question was, therefore, whether the two marks were so similar that a person of ordinary care and intelligence was likely to take one for the other. But for *In re Worthington's Trade-Mark* (L. R. 14 Ch. D. 8) he should have thought that the two marks were not so similar that a purchaser would be likely to be misled. But in that case James and Brett, L.JJ. (though

Cotton, L.J., dissented), confirmed a decision of Jessel, M.R., refusing the registration of a trade-mark where the similarity of the two marks was less than in the present case. His own view was in accordance with that which was expressed by Cotton, L.J., in that case, but he was bound by the decision of the majority of the court.—Counsel, *Aston*, Q.C., and *Graham*; *Cozens-Hardy*, Q.C., and *Hatfield Greene*. Solicitors, *Fallows & Rider*; *Cattarns, Jehu, & Hughes*.

Company—Rectification of Register—Blank Transfer of Shares—Name of Transferee inserted by Subsequent Purchaser—Application for Registration—Winding up before Actual Registration—Companies Act, 1862, s. 35.—In a case of *In re The Manchester and Oldham Bank*, before Pearson, J., on the 27th ult., there was a question of some importance as to the rectification of the register of members of a company in liquidation. In February, 1883, M. sold ten shares in a banking company to B., and, at his request, executed a transfer of the shares in blank as to the name of the transferee. M. received the purchase-money, and handed over the certificates of the shares. The transfer and the certificates afterwards came into the hands of H. as purchaser, and he, in May, 1883, deposited them with the Union Loan Company as security for an advance made by them to him. C. and W., two of the directors of the Union Company, afterwards completed the blank transfer by filling in their own names as the transferees, and, on the 14th of February, 1884, they lodged the transfer and the certificates with the bank, with a request that the shares might be registered and new certificates issued in the names of C. and W. Owing to some neglect on the part of the officers of the bank, the registration had not been made before the commencement of the winding up of the bank on the 29th of April, 1884, and, as the shares remained registered in the name of M., he was placed on the list of contributories in respect of them. The present application was to strike out the name of M. from the register as the holder of the shares, and to substitute the names of C. and W. The articles of association of the banking company did not require that transfers of shares should be made by déed. Pearson, J., said that M. had agreed to transfer his shares, and C. and W. had agreed to accept the transfer. He thought it was immaterial that they were not the original purchasers from M., or that they were only mortgagees, and not absolute purchasers. They might well have wished to have the complete control of the shares for the protection of the Union Company. It was admitted that the directors of the banking company had been guilty of delay in not registering the transfer. It was urged that there had been *laches* on the part of M. In a certain sense there had, for he did not look diligently after his own interest, and, if no application for the registration of the transfer had been made within a reasonable time before the winding up, M. would have been liable to the creditors of the bank. But it seemed to his lordship perfectly immaterial whether the application for registration was made by the vendor or the purchaser, and, if the purchaser had made it in proper time, he could not be allowed afterwards to say that it was to count for nothing. When the application to register was made in February, 1884, the bank were bound to attend to it, and, if it had not been forgotten, the register would have been altered in accordance with it; and the names of C. and W. would have appeared in the register in place of that of M. But for the default of the bank, this would have been done, and he thought section 35 applied, and that he was bound to make the order aked for.—Counsel, *Ingle Joyce*; *Chadwyck Healey*; *Beaumont*. Solicitors, *J. E. Fox & Co.*; *Gregory, Rowcliffes, & Co.*; *Learoyd & Co.*

Attachment—Administratrix—Payment of Money after Notice of Will propounded—"Person acting in a Fiduciary Capacity"—Debtors Act, 1869 (32 & 33 Vict. c. 62), s. 4, sub-section 3.—In the Probate, Divorce, and Admiralty Division, on Tuesday, the 4th inst., a motion was made, in a suit of *Tinnuchi* v. *Smart*, for a writ of attachment against the defendant under the following circumstances:—The defendant was the widow of John Smart, who died on the 7th of January last, and, on the 23rd of January, she obtained letters of administration to his estate and effects. On the 19th of February she received from the Northern Assurance Company the sum of £100, being the amount of a policy of insurance on the life of her deceased husband. A will of the deceased was afterwards found, which was propounded by the plaintiff in the present suit. On the 10th of April a citation was issued, and the letters of administration were afterwards ordered to be brought into the registry. The plaintiff gave the defendant notice not to part with the money received from the insurance company, and informed her of the existence of the will, but she afterwards paid over the amount to her son-in-law, partly in respect of a claim against her for board and lodging, and partly in respect of the expenses of future board and lodging. On the 19th of May an administrator *pendente lite* was appointed, and, on the 21st of July, Butt, J., made an order that the defendant should pay the sum of £95 to the administrator *pendente lite*. This order had not been complied with. In support of the application for an attachment, it was argued that the Debtors Act, 1869 (32 & 33 Vict. c. 62), did not protect the defendant from liability to attachment, since section 4, sub-section 3, specially excepted from the operation of the Act a case of "default by a trustee or person acting in a fiduciary capacity, and ordered to pay, by a court of equity, any sum in his possession or under his control." Here the defendant, while acting as administratrix, was acting "in a fiduciary capacity," and had disobeyed an order made by a judge of this division, which had now all the powers and jurisdiction of a court of equity. The court had no discretion, but was bound to issue a writ of attachment. The cases of *Harvey* v. *Hall* (L. R. 11 Eq. 31) and *Middleton* v. *Chichester* (19 W. R. 269, L. R. 6 Ch. 152) were relied upon as authorities in support of the application. For the defendant it was urged that it was a matter for the discretion of the court, and that she was not a "person acting in a fiduciary capacity" within the exception contained in section 4, sub-section 3, of the Debtors Act, 1869. Butt, J., said that he was very unwilling to imprison the defendant, but he was satisfied that she had paid away the money after notice of the suit. He could not admit that he had no discretion in the matter, but his discretion was limited, and he had no alternative but to issue an attachment, unless the defendant was protected by the Debtors Act. But, first, the sum due was not recoverable as a debt; and, secondly, the defendant had been guilty of a default of the nature referred to in section 4, sub-section 3, of the Act. He therefore ordered a writ of attachment to be issued, but to remain in the office for ten days, the defendant to pay the costs of the present motion.—Counsel, *W. T. Barnard*; *S. Moore*. Solicitors, *Blair & Girling*; *Want & Harston*.

BANKRUPTCY CASES.

Bankruptcy—Practice—Application to commit—Court not having Jurisdiction to make a Receiving Order—Order for Transfer—Subsequent Proceedings.—In the case of *Ex parte Andrews*, *In re Andrews*, which came before Cave, J., sitting in Bankruptcy on the 4th inst., an important point was decided under rule 268 (1) (*a.*) of the Bankruptcy Rules, 1883, which provides that "where an application to commit," under the Debtors Act, 1869, "is made to the judge of a court not having bankruptcy jurisdiction, and he is of opinion that a receiving order should be made in lieu of committal, he may order the matter to be transferred to the court to which, under the provisions of the Act and Rules, a bankruptcy petition against the debtor in relation to the amount of the judgment debt would, at the date of the transfer, be properly presented." Under this rule the judge of the City of London Court ordered a committal summons under section 5 of the Debtors Act, 1869, to be transferred to the High Court, and on June 20, subsequent to the transfer, on the application of the judgment creditor, but in the absence of the debtor, Smith, J., made a receiving order against him. The debtor applied to rescind that order, on the ground that he was entitled to notice of the application, as the making of the receiving order was not merely a ministerial act necessarily consequent upon the transfer. Cave, J., held that this was so, and the order must be set aside; the duty of the court to which the proceedings were transferred was a judicial duty of inquiring into all the facts, and deciding whether it was a proper case for a receiving order to be made.—Counsel, *Herbert Reed*; *S. Woolf*. Solicitors, *H. C. Knight*; *S. M. & J. B. Benson*.

CASES AFFECTING SOLICITORS.

Costs—Taxation—Third Counsel—Solicitor and Client.—In the case of *In re Broad and Broad*, before the Court of Appeal, No. 1, on the 31st ult., there was a question as to the allowance, on a taxation of costs as between a solicitor and his client, of the costs of employing a third counsel on the hearing of an appeal to which the client was a party. The client was successful on the appeal, but, on the taxation of costs as between party and party, the costs of the third connsel was disallowed. On the subsequent taxation of costs as between the solicitor and the client, the master again disallowed the costs of the third counsel, on the ground that the employment of a third counsel was an unusual expense, as to the incurring of which, according to the rule laid down in *In re Blyth and Fanshawe* (31 W. R. 283, L. R. 10 Q. B. D. 207), the solicitor ought not only to obtain the express authority of the client, but to explain to the client that the costs may possibly not, even if he is successful, be allowed as between party and party, and that he may, therefore, in any event, have to pay the expense himself. In the present case the master was not satisfied that the solicitor, when he obtained the authority of the client to employ a third counsel, had explained to him that he might possibly, even if he was successful on the appeal, have to pay the costs of employing the third counsel himself. Lopes, J., affirmed the master's decision, and the Divisional Court (Field and Manisty, JJ.) affirmed the decision of Lopes, J. (*ante*, p. 574). The Court of Appeal (Lord Esher, M.R., and Baggallay, L.J.) affirmed the decision of the Divisional Court. It was attempted to distinguish *In re Blyth and Fanshawe*, on the ground that the costs there in question were those of shorthand notes of evidence, and that the principle did not extend to the costs of the employment of a third counsel. Lord Esher, M.R., said that a more wholesome rule than that which was laid down in *In re Blyth and Fanshawe* he had never heard. It was a rule, as Baggallay, L.J., then said, "to be observed in almost all cases," and the rule was "that, if an unusual expense is about to be incurred in the course of an action, it is the duty of the solicitor to inform his client fully of it, and not to be satisfied simply by taking his authority to incur the additional expense, but to point out to him that such expense will or may not be allowed on taxation between party and party, whatever may be the result of the trial." The rule applied to any "unusual expense." The employment of a third counsel was "unusual" in ninety-nine cases out of a hundred, especially in the Court of Appeal, where only two counsel would be heard. It was directly within the principle of the decision in *In re Blyth and Fanshawe*. Baggallay, L.J., said that he adhered to the opinion which he expressed in *In re Blyth and Fanshawe*.—Counsel, *Dunham*; *J. Lawson Walton*. Solicitors, *Broad & Broad*; *Sandom, Kersey, & Knight*.

High Court of Justice—Queen's Bench Division.

(Sittings *in Banc*, before Lord Coleridge, C.J., and Grove, J.)

July 27.—*In the Matter of William Stephen France, a Solicitor.*

This was an application that a solicitor might be ordered to show cause

why he should not answer the matters of an affidavit or, in the alternative, be struck off the rolls. The case was before the court at the end of June, when it had been referred to a master that he might report upon it. This report, from which it appeared that the solicitor in question had used certain moneys, amounting to £250, belonging to the applicants, both men in a humble position in life, for purposes other than those for which he had been instructed to apply them, having been read,

Crump, Q.C., said that the applicants, to whom the solicitor in question had offered to repay the whole of the money, had thought it only right to bring the matter before this court. They had no wish to press it hardly against him, and desired to leave it entirely in the hands of the court.

R. Vaughan Williams, for the solicitor, said that he had given a guarantee to the applicants for the money which he was fully able to carry out. The learned counsel urged that, though he could not contend that the solicitor in question had exercised proper care in the case, still he had certainly not been guilty of any unprofessional conduct of a serious character.

F. W. Hollams, for the Incorporated Law Society, said that he only wished to state that that society desired to leave the matter wholly in the hands of the court.

Lord COLERIDGE said that the court did not think it right to pass the matter over entirely upon the terms on which the applicants had arrived with the solicitor before they had made this application. He had offered to repay the money misapplied by him, but he had been guilty of unprofessional conduct, though it was true that this had to a certain extent been atoned for by him. There would be an order that he should pay over the money to the applicants within a month, with their costs of this application, as between solicitor and clients, and that he should be suspended from the practice of his profession for three months.—*Times*.

July 27.—*In re Walter Simmons, an Unqualified Person.*

This was an application to release one Simmons from Holloway Gaol, where he was sent two months ago for having acted as a solicitor without being qualified to do so (*ante*, p. 456). It was urged that the court should now order his discharge from prison, as he had, by two months' incarceration and by his contrition, purged his contempt, was in ill-health, and wholly without any means of complying with the order of the court to pay the costs of the Incorporated Law Society in the proceedings which they had taken against him. He had been committed to prison for having acted as a solicitor in the name of one Kirkby, who had disavowed him, and who himself, as a matter of fact, had not taken out his certificate at the time.

Scarlett appeared in support of the application.

R. T. Reid, Q.C. (with whom was *F. W. Hollams*), stated, on behalf of the Incorporated Law Society, that there was no wish on their part that Simmons should be kept in prison because he had not paid their costs. It was desirable that an undertaking should be given that he should not be again guilty of the offence for which he had been committed.

Scarlett having stated that he was authorized to give that undertaking,

Lord COLERIDGE said that, as the applicant had thrown himself on the mercy of the court with a humble and sincere apology for his offence, that mercy would be extended to him on the express understanding that an undertaking had been given on his behalf that he would not repeat his offence. An order would therefore be made for his immediate discharge from prison.—*Times*.

SOCIETIES.

INCORPORATED LAW SOCIETY.

The adjourned annual general meeting of this society was held on Thursday last, HENRY ROSCOE, Esq., president, in the chair.

The PRESIDENT stated that the object of the adjourned meeting was to receive the report of the scrutineers as to the result of the election for the purpose of filling the vacancies in the council.

The PRESIDENT thereupon called upon Mr. John M. E. Collis to read the report, which was as follows:—

Report of the scrutineers, appointed by the president of the society, certifying the result of the election of thirteen members of the council. Pursuant to the appointment made by the president, at the meeting of the society, held on the 10th day of July, 1885, in compliance with bye-law 15, we, the undersigned, the scrutineers so appointed, beg to present to the members of the society our report certifying the result of the election, which has been conducted in accordance with the charter and bye-laws of the society. The secretary handed to us on Tuesday, the 4th of August, a box containing the voting papers, which he informed us had been placed in it as they were delivered. The first schedule hereto annexed contains the total number of voting papers received, amounting in all to 1,600. The same schedule sets forth the number of voting papers rejected, and the grounds of rejection—three having been rejected on the ground that they were not received by midnight on the 1st of August, three because the voting papers were not signed, one because no names were struck out, and one because the names were not struck out in ink. The total number of votes in favour of each candidate is set forth in the second schedule hereto annexed. The third schedule contains the names of those canditates whom we find, and certify to be, duly elected. The voting papers have been duly closed up under our seal, and will be retained in our care for the period of one month, which will expire on the 5th of September next, when we shall destroy them, as provided by section 2 of bye-law 18.

JOHN M. E. COLLIS.
C. J. TINSON.
ROBERT W. DIBDIN
WILLIAM J. GILKS.
W. HAYES.

4th August, 1885.

The first schedule referred to in the annexed report:—Total number of voting papers received, 1,600, of which there were (*a.*) received after the prescribed date, 3; (*b.*) unsigned, 3; (*c.*) no names struck out, 1; (*d.*) names not struck out in ink, 1.

The second schedule referred to in the annexed report and number of votes:—Joseph Addison, 1,457; Ebenezer John Bristow, 1,492; John Wreford Budd, 1,463; John Cooper, 1,140; Robert Cunliffe, 1,486; Robert Richardson Dees, 1,494; Joseph Dodds, M.P., 1,412; Edwin Freshfield, 1,489; Clair James Grece, 744; James Robert Macarthur, 277; Henry Manisty, 1,318; Richard Nicholson, 1,489; Henry Watson Parker 1,481; Henry Roscoe, 1,491; Cornelius Thomas Saunders, 1,501.

The third schedule referred to in the annexed report. Names of candidates duly elected and number of votes:—Cornelius Thomas Saunders, 1,501; Robert Richardson Dees, 1,494; Ebenezer John Bristow, 1,492; Henry Roscoe, 1,491; Edwin Freshfield, 1,489; Richard Nicholson, 1,489; Robert Cunliffe, 1,486; Henry Watson Parker, 1,481; John Wreford Budd, 1,463; Joseph Addison, 1,457; Joseph Dodds, M.P., 1,412; Henry Manisty, 1,318; John Cooper, 1,140.

JOHN M. E. COLLIS, Chairman.
C. J. TINSON.
ROBERT W. DIBDIN.
W. J. GILKS.
W. HAYES.

August 4, 1885.

It was moved by the PRESIDENT, duly seconded, and carried unanimously, "That the thanks of the meeting be given to the scrutineers for the services they have rendered to the society."

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 6th inst., the following being present—viz., Mr. Boodle, chairman, and Messrs. Hedger, Lucas, Nisbet, Tylee, and A. B. Carpenter, secretary—the ordinary general business was transacted.

OBITUARY.

SIR GEORGE WIGRAM ALLEN, K.C.M.G.

Sir George Wigram Allen, K.C.M.G., died at Sydney, on the 23rd ult. Sir G. Allen was the eldest son of Mr. George Allen, and was born in 1824. He was educated at Sydney College, and was admitted a solicitor of the Supreme Court of the Colony of South Wales in 1846. He practised for many years at Sydney, and he was for some time president of the New South Wales Law Institute. He was also a notary public and solicitor to the Bank of New South Wales. He had been for many years a member of the New South Wales Legislative Assembly. He was Minister of Justice and Public Instruction from 1873 till 1875, when he was elected Speaker of the Legislative Assembly, which post he filled for eight years. He received the honour of knighthood in 1877, and he was created a Knight Commander of the Order of St. Michael and St. George in 1884. Sir G. Allen was a fellow of the University of Sydney, and he had also acted as a commissioner of National Education and as a vice-president of the Sydney International Exhibition. He was married in 1851 to the eldest daughter of the Rev. William Boyce.

MR. EDWARD FERDINAND PELLEW.

Mr. Edward Ferdinand Pellew, barrister, died at 90, Redcliffe-gardens, on the 28th ult. Mr. Pellew was the only son of Mr. Edward Pellew, and was born in 1844. He was an LL.M. of Trinity College, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1866, and he practised on the Western Circuit. Mr. Pellew acted as secretary to the Royal Commission on Railway Accidents, and he had been for several years one of the revising barristers for Wiltshire.

MR. CHARLES SAWBRIDGE.

Mr. Charles Sawbridge, solicitor (of the firm of Charles Sawbridge & Son), of 68, Aldermanbury, died at his residence, 13, Highbury-crescent, on the 25th ult., after a painful illness of two years' duration. Mr. Sawbridge was the eldest son of Mr. William Sawbridge, solicitor, of Northampton. He was admitted a solicitor in 1848, and had been identified with the business in which he was senior partner for nearly fifty years. He had been for many years clerk to the Pewterers' Company, and he had a good private business. Mr. Sawbridge took an active part in corporation business, having been for twenty years a member of the Court of Common Council as a representative of the ward of Cripplegate Within. He held the post of deputy-governor of the Irish Society in the year 1876, and was the mover of the address to the late Lord Chief Justice Cockburn on the occasion of the presentation to him

by the Corporation of the Freedom of the City of London. He was also a governor of St. Bartholomew's Hospital. He was churchwarden of St. James's Church, Holloway. His son, Mr. Charles Walton Sawbridge, was admitted a solicitor in 1884. Mr. Sawbridge was buried at Highgate Cemetery on the 30th ult.

MR. WILLIAM KNOX WIGRAM.

Mr. William Knox Wigram, barrister, died at his residence, The Chestnuts, Twickenham, on the 3rd inst. Mr. Wigram, who was the eldest son of Mr. Octavius Wigram, of Dulwich, and nephew of the late Vice-Chancellor Wigram, was born in 1825. He was educated at Trinity College, Cambridge, where he graduated as a junior optime in 1847, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1852. He formerly practised in the Court of Chancery, and he had edited "Wigram on the Interpretation of Wills." He was also author of "The Justice's Note Book." Mr. Wigram was a governor of Christ's Hospital, and a magistrate for the county of Middlesex, and he was very assiduous in his attendance at the sittings of the Brentford Divisional Bench. He was married in 1856 to the daughter of the fifth Viscount Harberton, but he became a widower in 1883.

MR. FELIX JOHN DE HAMEL.

Mr. Felix John De Hamel, many years solicitor to the Commissioners of Customs, died at his residence, 70, Avenue-road, on the 31st ult., at the age of seventy-seven. Mr. De Hamel was of French extraction, being the son of Count Bruno De Hamel, and was born at Tamworth in 1808. He was admitted a solicitor in 1835, and ten years later he was appointed assistant solicitor to the Commissioners of Customs. He held that office till 1848, when he was appointed chief solicitor, and in 1878 he retired on a pension, after thirty-three years' public service. Mr. De Hamel rendered valuable services during his official career. He consolidated a large number of statutes bearing upon the duties of his department, which were re-enacted in the Customs Laws Consolidation Act, 1854, and he drafted a fresh Consolidation Act about twenty years later. He also facilitated the transaction of Customs business by introducing a simpler form of bond.

LEGAL APPOINTMENTS.

Mr. Robert Bruce Russell has been appointed a Revising Barrister. Mr. Russell was educated at Magdalen College, Oxford, where he graduated third class in classics in 1867. He was called to the bar in Michaelmas Term, 1871, and he practises on the Midland Circuit, and at the Derbyshire, Nottinghamshire, and Lincolnshire Sessions. Mr. Russell is one of the examiners of the court, and he was formerly on the staff of the Weekly Reporter.

Mr. Godfrey Lushington, barrister, who has been appointed Permanent Under-Secretary of State for the Home Department on the resignation of Sir Henry James Sumner Maine, is the fifth son of the Right Hon. Stephen Lushington, D.C.L., judge of the Court of Admiralty, and was born in 1832. He was educated at Rugby and at Balliol College, Oxford, where he graduated first class in classics in 1854, and he was afterwards elected fellow of All Souls College. He was called to the bar at the Inner Temple in Hilary Term, 1858, and he formerly practised in the Court of Chancery. Mr. Lushington was secretary to the Law Digest Commission, and he was counsel to the Home Office from 1869 till 1876, when he was appointed Assistant Under-Secretary of State for the Home Department.

Mr. Edward Leigh Pemberton, barrister, M.P., succeeds Mr. Lushington as Legal Assistant Under-Secretary of State for the Home Department. Mr. Pemberton is the eldest son of Mr. Edward Leigh Pemberton, solicitor, of Whitehall-place, and the nephew of Lord Kingsdown, and was born in 1823. He was educated at Eton and at St. John's College, Oxford, and he was called to the bar at Lincoln's-inn in Trinity Term, 1847. He formerly practised in the Court of Chancery, and he was, for some time, junior counsel to the Legacy Duty Department. Mr. Pemberton has been M.P. for East Kent in the Conservative interest since 1868. He is a magistrate for the county of Kent.

Dr. James Parker Deane, Q.C., Queen's Advocate and Vicar-General, has received the honour of Knighthood. Sir J. Deane is the second son of Mr. Henry Boyle Deane, of Hurst Grove, Berkshire, and was born in 1812. He was educated at Winchester, and was formerly fellow of St. John's College, Oxford, where he graduated second class in classics and third class in mathematics in 1833, and he afterwards proceeded to the degree of D.C.L. He was admitted a member of the College of Advocates in Doctors'-commons in 1839, and he was called to the bar at the Inner Temple in Hilary Term, 1841. He is the author of "Reports of Admiralty and Ecclesiastical Cases," and he became a Queen's Counsel in 1858. He was appointed Admiralty Advocate in 1867, and counsel to the Foreign Office in 1873. He was for many years Official of the archdeaconries of Rochester and St. Albans, and he became Chancellor of the diocese of Salisbury in 1867, and Vicar-General of the province of Canterbury in 1873. Sir J. Deane is a bencher of the Inner Temple, of which society he was treasurer in 1873.

Mr. William Russell Griffiths has been appointed a revising barrister. Mr. Griffiths is the fourth son of Mr. George Richard Griffiths, of Egham, and was born in 1845. He was educated at Trinity College, Cambridge, and was called to the bar at the Inner Temple in Easter Term, 1869. He practises on the Midland Circuit and at the Warwickshire, Birmingham, and Coventry Sessions.

Mr. John Knox Weatherhead, solicitor (of the firm of Sanderson & Weatherhead), of Berwick-upon-Tweed, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Henry Coleman Folkard has been appointed a Revising Barrister. Mr. Folkard is the son of Mr. William Folkard, of Mistley, Essex, and was born in 1827. He was called to the bar at Lincoln's-inn in Hilary Term, 1858, and he practises on the Western Circuit and at the Somersetshire, Bath, and Bristol Sessions.

Mr. Henry Denny Warr has been appointed a Revising Barrister. Mr. Warr is the eldest son of the Rev. George Winter Warr, vicar of St. Saviour's, Liverpool, and was born in 1848. He was formerly fellow of Trinity Hall, Cambridge, where he graduated in the first class of the classical tripos in 1867, and he was called to the bar at the Middle Temple in Hilary Term, 1871. He practises on the Northern Circuit. Mr. Warr was secretary to the City Companies Commission.

Mr. John Scott Fox has been appointed a Revising Barrister. Mr. Fox is the eldest son of Mr. William Fox, of Preston, and was born in 1852. He was educated at University College, Oxford, where he graduated first class in classics in 1874. He was called to the bar at Lincoln's-inn in November, 1877, and he practises on the North-Eastern Circuit. Mr. Fox is an examiner of the court.

Mr. George Lewis Denman has been appointed a Revising Barrister. Mr. Denman is the eldest son of Mr. Justice Denman, and was born in 1854. He was educated at Rugby and at Trinity College, Cambridge, where he graduated in the second class of the law tripos in 1875. He was called to the bar at Lincoln's-inn in January, 1877, and he practises on the South-Eastern Circuit, and at the Kent Sessions. Mr. Denman was appointed recorder of Queenborough in 1882.

Mr. Edward James Castle has been appointed a Revising Barrister. Mr. Castle is the son of Mr. Henry James Castle, and was born in 1842. He was called to the bar at the Inner Temple in Michaelmas Term, 1868, and he practises on the Western Circuit, and at the Parliamentary Bar.

Mr. Harry Stanley Giffard has been appointed a Revising Barrister. Mr. Giffard is the fourth son of Mr. Stanley Lees Giffard, barrister, and a younger brother of the Lord Chancellor. He was born in 1832, and was called to the bar at the Inner Temple in Michaelmas Term, 1859. He practises on the South-Eastern Circuit, and at the Middlesex Sessions and Central Criminal Court.

Mr. John Digby has been appointed a Revising Barrister. Mr. Digby is the second son of Mr. Benjamin Digby, of Dublin, and was born in 1828. He was called to the bar at the Middle Temple in Trinity Term, 1852, and he practises on the South-Eastern Circuit.

Mr. James Reader White Bros has been appointed a Revising Barrister. Mr. Bros is the third son of Mr. Thomas Bros, barrister, and was born in 1841. He was educated at Rugby and at St. John's College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1866, and he practises on the Oxford Circuit and at the Berkshire and Gloucestershire Sessions. Mr. Bros was appointed recorder of Abingdon in 1878.

Mr. Philip Howard Smith has been appointed a Revising Barrister. Mr. Smith is the second son of Dr. William Smith, and was born in 1845. He was educated at St. Paul's School, and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1870, and he practises on the Oxford Circuit, and at the Berkshire, Herefordshire, and Gloucestershire Sessions.

Mr. Louis Addin Kershaw has been appointed a Revising Barrister. Mr. Kershaw is the only son of Mr. Matthew Kershaw, of Luddenden, Yorkshire, and was born in 1845. He was educated at Pembroke College, Oxford, where he graduated second class in law and modern history in 1867. He was called to the bar at the Inner Temple in Michaelmas Term, 1872, and he practises on the North-Eastern Circuit.

DISSOLUTIONS OF PARTNERSHIPS, &c.

Ralph Darlington, John Shaw Darlington, and Henry Darlington, solicitors, Wigan (Darlington & Sons). July 1. As far as regards the said Ralph Darlington. The practice will be carried on in future by the said John Shaw Darlington and Henry Darlington alone, under the same style as the said late firm.

[*Gazette*, Aug. 4.]

Mr. Justice A. L. Smith, who, as we announced some time ago, will be the Vacation Judge during the first part of the Long Vacation, will attend at judges' chambers every Tuesday and Thursday during the Vacation, until further notice, for the purpose of hearing applications and summonses arising in the Queen's Bench Division.

In reply to a question by Mr. Jesse Collings, in the House of Commons on Tuesday, the Attorney-General said that the provisions of the Corrupt Practices Act do not interfere with *bond fide* organization or expenses *bond fide* incurred by political associations for the promotion of particular political views in any constituency without reference to the election of any particular individual.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

THE LONG VACATION.

During the vacation until further notice all applications which may require to be immediately or promptly heard are to be made to the judges who for the time being shall act as Vacation Judges. One of the Vacation Judges will sit in Queen's Bench Courts, IX., Royal Courts of Justice, at 11 o'clock on Wednesday in every week, commencing on Wednesday, the 19th of August, until further notice, for the purpose of hearing such applications. No case will be placed on the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers. The necessary papers relating to every application made to the Vacation Judges are to be left with, or addressed (under cover marked outside, "Chancery Vacation Papers") to the cause clerk in attendance, Chancery Registrars' Chambers (Room 136), Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. In any case of great urgency the brief of counsel is to be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application and also by a minute, on a separate sheet of paper, signed by counsel of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter,—To the Registrar in Vacation, Chancery Registrar's Chambers, Royal Courts of Justice, London, W.C." On applications for injunctions or writs of *ne exeat Regno*, in addition to the above a copy of the writ and a certificate of the writ issued must also be sent. The papers sent to the judge will be returned to the registrar. The address of the judge for the time being acting as Vacation Judge in the Chancery Division can be obtained on application at the Chancery Registrars' Chambers. The chambers of Mr. Justice Chitty will be open on Tuesday, Wednesday, Thursday, and Friday in every week from 11 to 1. One of the Vacation Judges will, until further notice, attend at 10.30 every Wednesday, commencing August 19, at the above chambers (Room 297), to dispose of any summonses which may be adjourned to the judge.

JUDGES' PAPERS.

The following papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Royal Courts of Justice (Room 136) on or before the Monday previous to the day on which the application to the judge is intended to be made:—1. Counsel's certificate of urgency or note of special leave granted by the judge. 2. Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application. 3. Two copies of notice of motion. 4. Office copy affidavits in support, with exhibits, and also the affidavits in answer, if any filed. Solicitors are requested when the application has been disposed of to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

On Tuesday, August 18, and on the same day in every succeeding week during the Long Vacation, the registrar in attendance will see solicitors requiring alterations necessary in orders to be acted on by the Chancery but the order and any necessary papers, and a notification of the Paymaster; amendment as required by the 27th section of the Supreme Court Funds Rules, 1884, should be left at his seat not later than 12 o'clock on the previous day.

THE PROBATE AND DIVORCE REGISTRIES.

The registrars of the Probate and Divorce Registries of her Majesty's High Court of Justice will not tax any bill of costs or proceed upon any petition for alimony after Wednesday, August 12, until Saturday, the 24th of October, except under special circumstances to be stated in a written application addressed to them. On Wednesday, August 19, and on every succeeding Wednesday until the 21st of October inclusive, one of the registrars will sit at the Principal Probate Registry, Somerset House, to hear summonses at 11.30. On Wednesday, August 19, September 2, 16, and 30, and October 14 and 21, one of the registrars will sit at the Principal Probate Registry, Somerset House, to hear motions at 12.30. All papers for motions are to be left with the clerk of the papers or the chief clerk of the Divorce Registry before 2 o'clock on the preceding Saturday. On and after August 13, and until October 23 inclusive, the offices of the Probate and Divorce Registries of the High Court of Justice will be open to the public on Saturdays at 10 o'clock and closed at 2 o'clock, and on every other day of the week these offices will be opened at 11 o'clock and closed at 3. On and after August 10, until the 19th of September inclusive, the department for literary inquiry will be entirely closed.

The Copyhold Enfranchisement Bill was thrown out in the House of Lords on the 30th ult., the majority against the second reading being thirty-two. Viscount Cranbrook described it as "a sort of Joseph Surface Bill, full of high sentiments not carried into practice, an illustration of faith without works."

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 30.—*Bills Read a Second Time.*

Smoke Nuisance Abatement (Metropolis); Pluralities; Metropolitan Board of Works (Money).

Bills in Committee.

Medical Relief Disqualification Removal; Bankruptcy (Office Accommodation).

Bills Read a Third Time.

PRIVATE BILLS.—Scarborough, Bridlington, and West Riding Junction Railways; Foundling Hospital; Mossley Improvement.

Public Health (Members and Officers); Post Office Sites.

July 31.—*Royal Assent.*

The Royal Assent was given by Commission to the Metropolitan Management Amendment Bill, the Water Rate Definition Bill, the Annual Turnpike Acts Continuation Bill, and thirty-four private Bills.

Bills Read a Second Time.

Prince Henry of Battenberg Naturalization (also read a third time); Lunacy Acts Amendment; Patent Law Amendment.

Bills Read a Third Time.

Earldom of Mar Restitution; Medical Relief Disqualification Removal.

August 3.—*Bills in Committee.*

Customs and Inland Revenue (No. 2); Lunacy Acts Amendment; Evidence by Commission; Pluralities; Patent Law Amendment (also read a third time).

Bills Read a Third Time.

PRIVATE BILLS.—Greenwich and Millwall Subway; Peckham and East Dulwich Tramways Extensions.

Metropolitan Board of Works (Money).

August 4.—*Bills Read a Second Time.*

Telegraph Acts Amendment; Parliamentary Elections (Returning Officers); Crown Lands; Expiring Laws Continuance.

Bills Read a Third Time.

PRIVATE BILL.—Didcot, Newbury, and Southampton Railway (No. 2).

Lunacy Acts Amendment; Pluralities; Customs and Inland Revenue (No. 2).

HOUSE OF COMMONS.

July 29.—*Bills Read a Second Time.*

PRIVATE BILLS.—Lord Haldon's Estate; Shanklin and Chale Railway.

Bill in Committee.

Revising Barristers.

July 30.—*Bills in Committee.*

Crown Lands (also read a third time); Telegraph Acts Amendment; Expiring Laws Continuance.

Bills Read a Third Time.

PRIVATE BILLS.—Cardiff, Penarth, and Barry Junctions Railway; Taff Vale Railway; Witham Drainage (Steeping River).

Revising Barristers.

July 31.—*Bills Read a Second Time.*

Evidence by Commission; Customs and Inland Revenue (No. 2); Consolidated Fund (Appropriation); Public Works Loans; East India (Army Pensions Deficiency).

Bills in Committee.

Criminal Law Amendment; Metropolitan Board of Works (Money).

Bills Read a Third Time.

Parliamentary Elections (Corrupt Practices); Bankruptcy (Office Accommodation); Telegraph Acts Amendment; Expiring Laws Continuance; Parliamentary Elections (Returning Officers).

August 3.—*Bills in Committee.*

Consolidated Fund (Appropriation); Public Works Loans; Ecclesiastical Commissioners (No. 2) (also read a third time); East India (Army Pensions Deficiency).

Bills Read a Third Time.

PRIVATE BILLS.—Hull (Drypool) Bridge and Improvements; Rhymney Railway; Cart Navigation; Evesham, Redditch, and Stratford-upon-Avon Junction Railway; Leeds Coloured Cloth Hall Estate.

August 4.—*Bill Read a Second Time.*

Infants.

Bill Read a Third Time.

Public Works Loans.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Aug. 10	Mr. King	Mr. Pemberton	Mr. Jackson	Mr. Farrer
Tuesday ... 11	Farrer	Ward	Carrington	King
Wed..... 12	Ward	Pemberton	Jackson	Farrer
	Mr. Justice Chitty.		Mr. Justice North.	Mr. Justice Pearson.
Monday, Aug. 10	Mr. Koe		Mr. Pugh	Mr. Beal
Tuesday 11	Clowes		Lavie	Leach
Wednesday 12	Koe		Pugh	Beal

The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1885, both days inclusive.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

"CELLA" STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented July 30, directed to be heard before Chitty, J., on Saturday, Aug 8. Stokes and Co, Great St Helens, agents for Purvis and Son, South Shields, solicitors for the petitioner

GUINEA COAST GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented July 29, directed to be heard before Bacon, V.C., on Aug 8. Snell and Co, George st, Mansion House, solicitors for the petitioner

HEN AND CHICKENS HOTEL AND ARCADE COMPANY, LIMITED.—Petition for winding up, presented July 24, directed to be heard before Pearson, J., on Saturday, Aug 8. Sharpe and Co, New ct, Carey st, agents for Ryland and Co, Birmingham, solicitors for the petitioners

IMPERIAL GALVANIZED IRON COMPANY, LIMITED.—Petition for winding up, presented July 30, directed to be heard before Pearson, J., on Saturday, Aug 8. Smiles and Co, Bedford row, agents for Duignan and Elliot, Walsall, solicitors for the petitioners

LACTINA MANUFACTURING COMPANY, LIMITED.—Pearson, J., has by an order, dated July 23, appointed Henry Crunden Sargent, 5, Salters' Hall ct, to be official liquidator

LLYN NANTYGLO COLLIERY COMPANY, LIMITED.—Petition for winding up, presented July 28, directed to be heard before Bacon, V.C., on Saturday, Aug 8. Smith and Co, Savoy pl, Strand, agents for Snowball and Co, Liverpool, solicitors for the petitioner

LONDON AND SWEDISH MATCH WORKS, LIMITED.—Petition for winding up, presented July 30, directed to be heard before Pearson, J., on Aug 8. Rexworthy, Cheapside, solicitor for the petitioner

METROPOLITAN MILLS, LIMITED.—Kay, J., has fixed Aug 10, at 12, at his chambers, for the appointment of an official liquidator

SELF-ACTING SEWING MACHINE COMPANY, LIMITED.—Petition for winding up, presented July 28, directed to be heard before Pearson, J., on Aug 8. Green and Hartcup, Verulam bldgs, Gray's inn, solicitors for the petitioner

STOCK AND SHARE AUCTION AND ADVANCE COMPANY, LIMITED.—Petition for winding up, presented July 30, directed to be heard before Chitty, J., on Saturday, Aug 8. Whitfield, King st, Finsbury sq, solicitor for the petitioner

[*Gazette*, July 31.]

BARANGAH OIL REFINING COMPANY, LIMITED.—By an order made by Pearson, J., dated July 25, it was ordered that the company be wound up. Bradford, Queen Victoria st, solicitor for the petitioner

HARROW BRICK AND TILE COMPANY, LIMITED.—Petition for winding up, presented July 30, directed to be heard before Kay, J., on Saturday, Oct 31. Wansey and Bowen, Moorgate st, solicitors for the petitioner

MENDIP PAPER MILLS COMPANY, LIMITED.—By an order made by Bacon, V.C., dated July 25, it was ordered that the voluntary winding up of the company be continued. Munns and Longden, solicitors for the petitioner

UNITED SECURITY SOCIETY, LIMITED.—Kay, J., has, by an order dated July 23, appointed Howard Forester Knight, 2, Devonshire chmbrs, Bishopsgate st Without, to be official liquidator

[*Gazette*, Aug. 4.]

UNLIMITED IN CHANCERY.

PLYMOUTH, DEVONPORT, AND DISTRICT TRAMWAYS COMPANY.—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to Henry John Leslie, 4, Coleman st. Monday, Oct 26, at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, July 31.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

MANCHESTER AND SALFORD MACHINE BREAD FACTORY, LIMITED.—By an order made by Fox-Bristowe, V.C., dated July 24, it was ordered that the voluntary winding up of the company be continued, and that John George Litton be continued as liquidator. Gee, Manchester, solicitor for the petitioner

[*Gazette*, Aug. 4.]

BARROW IN FURNESS SHIPWRIGHT FRIENDLY SOCIETY, Temperance Hall, Grengate st, Barrow in Furness, Lancaster. July 22

MOSTON WORKING MEN'S CLUB AND INSTITUTE, Kenyon lane, Moston, Lancaster. July 25

[*Gazette*, July 31.]

BYDDYG LODGE OF TRUE IVORITES SOCIETY, Miners' Arms Inn, Beaufort, Brecon. July 29

[*Gazette*, Aug. 4.]

SALES OF ENSUING WEEK.

Aug. 11.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Properties (see advertisements, Aug. 1, p. 660).

Aug. 11.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, at 2 p.m., Freehold Properties (see advertisement, Aug. 1, p. 4).

Aug. 11.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, various Properties (see advertisement, Aug. 1, p. 660).

Aug. 11.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, various Sales (see advertisement, Aug. 1, p. 4).

Aug. 13.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, various Properties (see advertisement, Aug. 1, p. 660).

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

FRIDAY, July 31, 1885.

Jackson, Thomas Scoresby, Walthamstow, Doctor of Medicine. July 29

TUESDAY, Aug 4, 1885.

Paterson, Peter Hay, The Albany, Piccadilly, of no occupation. July 31

THE BANKRUPTCY ACT, 1883.

FRIDAY, July 31, 1885.

RECEIVING ORDERS.

Balman, Albert Richard, Wiveliscombe, Somerset, Currier. Taunton. Pet July 29. Ord July 29. Exam Aug 24 at 2 at Guildhall

Barnard, Joseph Mortimer, Portland pl North, Lower Clapton, Job Master. High Court. Pet July 28. Ord July 28. Exam Sept 15 at 11.30 at 34, Lincoln's inn fields

Beales, James Ownby, Threadneedle st, Licensed Victualler. High Court. Pet July 28. Ord July 28. Exam Sept 15 at 11.30 at 34, Lincoln's inn fields

Bridge, James, Tottington, Lancashire, Commission Agent. Bolton. Pet July 27. Ord July 27. Exam Aug 17 at 11.30

Brodie, Robert, Elgin rd, Paddington, Brick Manufacturer. Portsmouth. Pet July 24. Ord July 27. Exam Aug 17

Brown, Elisha, Nottingham, out of business. Nottingham. Pet July 28. Ord July 28. Exam Aug 11

Castle, William, Launton, Oxfordshire, Farmer. Oxford. Pet July 27. Ord July 27. Exam Aug 20 at 11.30

Chamberlyn, A. H., Guildford st, Russell sq, Theatrical Manager. High Court. Pet July 13. Ord July 28. Exam Sept 15 at 11.30 at 34, Lincoln's inn fields

Chapman, Herbert Edward, Southport, Lancashire, Clerk in Holy Orders. Liverpool. Pet July 28. Ord July 29. Exam Aug 10 at 12 at Court house, Victoria st, Liverpool

Clayton, James, Nottingham, Printer. Nottingham. Pet July 28. Ord July 28. Exam Aug 11

Cooper, John, Kingston upon Hull, Rope Spinner. Kingston upon Hull. Pet July 27. Ord July 27. Exam Aug 17 at 2 at Court house, Townhall, Hull

Garnett, John, Hackney rd, Leather Merchant. High Court. Pet July 27. Ord July 27. Exam Sept 15 at 11 at 34, Lincoln's inn fields

Gemson, Christopher, Preston, Lancashire, Grocer. Preston. Pet July 28. Ord July 28. Exam Aug 21

Gibson, Robert Bowe, Newgate st, Commission Agent. High Court. Pet July 29. Ord July 29. Exam Sept 22 at 11 at 34, Lincoln's inn fields

Goodwin, Thomas Ledger, Salford, Lancashire, Grocer. Salford. Pet July 29. Ord July 29. Exam Aug 19 at 11

Grieve, Walter, Littleton, Hampshire, Trainer of Race Horses. Winchester. Pet July 27. Ord July 27. Exam Aug 12 at 10

Gunner, Charles Henry, Shipton Bellinger, nr Andover, Baker. Salford. Pet July 28. Ord July 28. Exam Aug 14 at 12

Hallows, James, Liverpool. Liverpool. Pet July 17. Ord July 28. Exam Aug 10 at 12 at Court house, Government bldgs, Victoria st, Liverpool

Heron, Thomas, Holborn viaduct, Gas Engineer. High Court. Pet July 3. Ord July 27. Exam Sept 15 at 11 at 34, Lincoln's inn fields

Hickes, Thomas James, Bath, Tile Manufacturer. Wells. Pet July 27. Ord July 27. Exam Aug 18 at 12

Howe, Joseph, Exeter, Watchmaker. Exeter. Pet July 29. Ord July 29. Exam Aug 20 at 11

Hudson, Frederick, Littletown, York, Blanket Raiser. Dewsbury. Pet July 25. Ord July 25. Exam Aug 21

King, Thomas Charles, Lewisham, Kent, Auctioneer. Greenwich. Pet July 10. Ord July 28. Exam Aug 21 at 2

Long, Joseph, Blackburn, Iron Broker, Blackburn. Pet July 10. Ord July 28. Exam Aug 11 at 11.30

Mann, Alfred John, Marlborough rd, Bedford pk, Turnham green, Lime Merchant. High Court. Pet July 28. Ord July 28. Exam Sept 15 at 11.30 at 34, Lincoln's inn fields

Marker, William, Swansea, Innkeeper. Swansea. Pet July 28. Ord July 28. Exam Aug 20

Maw, Simon, Crowle, Lincolnshire, Farmer. Sheffield. Pet July 29. Ord July 29. Exam Aug 20 at 11.30

McDonald, William Stopani, Leeds, Seedsman and Florist. Leeds. Pet July 28. Ord July 28. Exam Aug 11 at 11

McIntosh, James, Manchester, Tailor. Manchester. Pet July 29. Ord July 29. Exam Aug 13 at 11

Nobbs, Charles, Bournemouth, Printer. Poole. Pet July 27. Ord July 27. Exam Aug 26 at 3 at Townhall, Poole

Panton, George, Manchester, Clerk. Salford. Pet July 28. Ord July 28. Exam Aug 19 at 11

Powell, George, Worcester, Glass Dealer. Worcester. Pet July 27. Ord July 27. Exam Aug 10 at 10.30

Prust, James, Sunderland, Mercer. Sunderland. Pet July 25. Ord July 25. Exam Aug 6

Spikins, George, Kingston upon Hull, Cabinet Maker. Kingston upon Hull. Pet July 27. Ord July 27. Exam Aug 17 at 2 at Court house, Townhall, Hull

Spokes, William Alfred, Kentish Town rd, Boot Manufacturer. High Court. Pet July 27. Ord July 27. Exam Sept 15 at 11 at 34, Lincoln's inn fields

Stevens, Richard Gold, Liverpool, Merchant Tailor. Liverpool. Pet July 24. Ord July 27. Exam Aug 10 at 12 at Court house, Government bldgs, Victoria st, Liverpool

Sydenham, William Humphrey, Norland rd, Shepherd's Bush, Merchant's Clerk. High Court. Pet July 28. Ord July 28. Exam Sept 15 at 11.30 at 34, Lincoln's inn fields

Tulloch, William, and William Ballantyne Tulloch, Stapleton House, Green lanes, Grocers. High Court. Pet July 27. Ord July 28. Exam Sept 15 at 11.30 at 34, Lincoln's inn fields

Warburton, Cornelius, Fulshaw, nr Wilmslow, Cheshire, Rate Collector. Manchester. Pet July 1. Ord July 27. Exam Aug 11 at 11

Winks, Edward, Rotherham, Yorks, Butcher. Sheffield. Pet July 28. Ord July 28. Exam Aug 20 at 11.30

Winstone, James Charles, Cheltenham, Monumental Mason. Cheltenham. Pet July 28. Ord July 28. Pet Aug 21 at 12

FIRST MEETINGS.

Allum, Henry Walter, Trothy rd, Monnow rd, Bermondsey, Wholesale Closed Upper Manufacturer. Aug 10 at 2. 33, Carey st, Lincoln's inn fields

Balman, Albert Richard, Wiveliscombe, Somersetshire, Currier. Aug 8 at 11.30. Official Receiver, 9, Middle st, Taunton

Beardsall, Francis Knowles, Doncaster, Yorks, Commission Agent. Aug 11 at 1. Official Receiver, Figtree lane, Sheffield

Bocking, James, Sheffield, Table Knife Grinder. Aug 11 at 3. Official Receiver, Figtree lane, Sheffield

Boughton, Samuel, Norwich, Hairdresser. Aug 8 at 11. Official Receiver, 8, King st, Norwich

Bradish, Angelo, High rd, Kilburn, Boot Manufacturer. Aug 12 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Braund, Francis James, Banbury, Oxfordshire, Jeweller. Aug 10 at 11. County Court Office, Banbury

Bridge, James, Tottington, Lancashire, Commission Agent. Aug 10 at 11.30. 16, Wood st, Bolton

Cohen, Ezra Joshua, Salford, Lancashire, out of business. Aug 7 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Coleman, William, Cardiff, Corn Broker. Aug 10 at 3. Official Receiver, 2, Bute crescent, Cardiff

Cooper, John, Kingston upon Hull, Rope Spinner. Aug 10 at 11. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull

Cordlingley, Charles, the Grove, Hammersmith, Printer. Aug 10 at 12. 33, Carey st, Lincoln's inn

Crossman, Joseph Gilchrist, Lee, Kent, no occupation. Aug 7 at 2. Official Receiver, 109, Victoria st, Westminster

Davies, Richard, Mylor, Cornwall, Farmer. Aug 7 at 12. Official Receiver, Boscawen st, Truro

Dembski, Frederic, Corby, nr Grantham, Schoolmaster. Aug 7 at 12. Official Receiver, Nottingham

Fry, Philip, Bath rd, Hounslow, Tobacconist. Aug 7 at 11. 33, Carey st, Lincoln's inn

Gemson, Christopher, Preston, Lancashire, Grocer. Aug 7 at 3. Official Receiver, 14, Chapel st, Preston

Gowland, William, Hartlepool, Painter. Aug 12 at 11.30. Royal Hotel, W Hartlepool

Grieve, Walter, Littleton, Hampshire, Trainer of Race Horses. Aug 10 at 11. Official Receiver, 74, High st, Winchester
Gunner, Charles Henry, Shipton Bellinger, nr, Andover, Baker. Aug 11 at 3.30. Official Receiver, Salisbury
Harrison, Edwin, Nottingham, out of business. Aug 7 at 2. Official Receiver, Nottingham
Hind, Robert Thomas, Rippingale, Lincolnshire, Butcher. Aug 7 at 12.30. Bull Hotel, Bourn, Lincolnshire
Horwitz, Max, Holborn circus, Jeweller. Aug 7 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Hutton, James, Cheetham, nr Manchester, Mill Furnisher. Aug 19 at 12.30. Court house, Encombe pl, Salford
Jellicoe, A. C. M., Park rd, Regent's Park, Gentleman. Aug 10 at 11. 33, Carey st, Lincoln's inn
Kindell, James, Roxeth, Harrow, Builder. Aug 13 at 12. Messrs. Owen & Roberts, 42, Outer Temple, 222 and 225, Strand
Levey, George Collins, and Edgar Ray, Queen Victoria st, Exhibition Managers. Aug 10 at 12. Bankruptcy buildings, Portugal st, Lincoln's inn fields
Marker, William, Swansea, Innkeeper. Aug 11 at 11. 6, Rutland st, Swansea
Nobbs, Charles, Bournemouth, Printer. Aug 10 at 1.15. Official Receiver, Salisbury
Oakley, John, Liverpool, Tea Dealer. Aug 11 at 2. Official Receiver, 35, Victoria st, Liverpool
Pennington, Charles Benjamin, Kew rd, Richmond, Builder. Aug 7 at 12. Official Receiver, Victoria st, Westminister
Pollard, Samuel, Wighill, Yorks, out of business. Aug 7 at 10. Official Receiver, York
Powell, George, Worcester, Glass Dealer. Aug 10 at 10. Official Receiver, Worcester
Roberts, Sephorah, and John Hugh Roberts, Bangor, Carnarvonshire, Boot Makers. Aug 7 at 2.15. North Western Hotel, Stafford
Sagar, Moses, Leeds, Organ Builder. Aug 7 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Smith, William, & Co, Nottingham, Bakers. Aug 7 at 3. Official Receiver, Nottingham
Spikins, George, Kingston upon Hull, Cabinet Maker. Aug 10 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Springfield, Jane, Wisbeach St Peter, Cambridgeshire, Dealer in Fancy Goods. Aug 7 at 11. King's Head Hotel, Wisbeach
Stroud, David, Aldermaston, Berks, Saddle Maker. Aug 10 at 3. Official Receiver, 109, Victoria st, Westminister
Stroud, Frederick William, Reading, Saddler. Aug 10 at 2. Official Receiver, 109, Victoria st, Westminster
Thomas, James Vinson, deceased, Cardiff, Coal Shipper. Aug 10 at 12. Official Receiver, 2, Bute crescent, Cardiff
Thorpe, Arthur Charles, Conduit st, Regent st, Diamond Merchant. Aug 7 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Tickle, William Wilson, and Alexander William Tickle, St Helen's pl, Bishopsgate st, Merchants. Aug 7 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Warburton, Cornelius, Fulshaw, nr Wilmslow, Cheshire, Rate Collector. Aug 11 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Wingfield, Thomas, Rotherham, Yorks, Grocer. Aug 11 at 11 at Law Society's Rooms, Bank st, Sheffield

ADJUDICATIONS.

Ainley, Henry Jervis, Newcastle on Tyne, Flock Maker. Newcastle on Tyne. Pet July 13. Ord July 27
Allum, Henry Walter, Trothy rd, Monnow rd, Bermondsey, Wholesale Closed Upper Maker. High Court. Pet July 20. Ord July 27
Aspinall, Harry, Birkenhead, Cheshire, Broker. Liverpool. Pet Sept 20. Ord July 28
Bailey, Thomas, B avenue, Central Meat Market, Meat Salesman. High Court. Pet May 26. Ord July 28
Band, Martin, High st, Brentford, Parchment Maker. Brentford. Pet July 14. Ord July 27
Bell, William, and George McCulley, Carlisle, Plumbers. Carlisle. Pet June 30. Ord July 28
Bridge, James, Tottington, Lancashire, Commission Agent. Bolton. Pet July 27. Ord July 29
Brodie, Robert, Elgin rd, Paddington, Brick Maker. Portsmouth. Pet July 24. Ord July 27
Brown, Elisha, Nottingham, out of business. Nottingham. Pet July 28. Ord July 29
Brown, William, Watford, Herts, Brushmaker. St Albans. Pet July 11. Ord July 28
Browne, John, Jermyn st, Silversmith. High Court. Pet July 2. Ord July 27
Crowhurst, Henry, Brighton, Printer. Brighton. Pet July 21. Ord July 25
Davies, John Jones, Aberystwith, Silkmercer. Aberystwith. Pet June 25. Ord July 28
Davies, Richard, Mylor, Cornwall, Farmer. Truro. Pet July 24. Ord July 28
Dembski, Frederic, Corby, nr Grantham, Master of the Grammar School, Corby. Nottingham. Pet July 25. Ord July 27
Dunn, Frederick Edwin, Sudbury, Suffolk, Chemist. Colchester. Pet April 20. Ord July 27
Edge, Joseph, Leek, Staffordshire, Sewing Silk Manufacturer. Macclesfield. Pet July 11. Ord July 28
Ellis, James John, Howe st, Kingsland, Timber Merchant. High Court. Pet July 21. Ord July 27
Gemson, Christopher, Preston, Lancashire, Grocer. Preston. Pet July 28. Ord July 29
Harrison, Edwin, Nottingham, out of business. Nottingham. Pet July 25. Ord July 28
Hart, Annie, Newcastle-on-Tyne, Widow. Newcastle-on-Tyne. Pet July 14. Ord July 27
Hirst, Frank, Liversedge, York, Cartwright. Dewsbury. Pet July 16. Ord July 25
Hiscock, Joseph, Bristol, Grocer. Bristol. Pet July 6. Ord July 29
Howe, Joseph, Exeter, Watchmaker. Exeter. Pet July 29. Ord July 29
Jenkins, William, Swansea, Tailor. Neath. Pet July 13. Ord July 28
Leslie, James, Goldsmiths' row, Hackney, Grocer. High Court. Pet July 14. Ord July 28
Letts, John Jacomb, Hulme, Manchester, Builder. Salford. Pet June 29. Ord July 29
Marker, William, Swansea, Innkeeper. Swansea. Pet July 28. Ord July 28
Moore, Frank, Birmingham, Tool Maker. Birmingham. Pet July 10. Ord July 27
Murfin, Alfred, York, Tobacconist. York. Pet July 25. Ord July 27
Panton, George, Manchester, Clerk. Salford. Pet July 28. Ord July 28
Prust, James, Sunderland, Mercer. Sunderland. Pet July 25. Ord July 28
Rutter, Elizabeth Whitfield, Abridge, Essex, Licensed Victualler. Chelmsford. Pet July 2. Ord July 27
Scholefield, James, Cleckheaton, Yorkshire, Wheelwright. Bradford. Pet July 11. Ord July 27
Vaughton, Oliver, Birmingham, Goldsmith. Birmingham. Pet July 7. Ord July 27
Watts, William, Cawston, Norfolk, Builder. Norwich. Pet July 6. Ord July 29
Wetherstone, John Edward, Cheltenham, Plumber. Cheltenham. Pet July 18. Ord July 27
Wilde, George, Birmingham, Licensed Victualler. Birmingham. Pet July 9. Ord July 27
Wilkes, Charles, Brewood, Staffordshire, Baker. Wolverhampton. Pet July 24. Ord July 27

ADJUDICATION ANNULLED.

Kent, Thomas Henry, and William Charles Kent, Clarence st, Kingston-on-Thames, Builders. Kingston. Adjud Sept 27. Annul July 10

TUESDAY, Aug. 4, 1885.

RECEIVING ORDERS.

Antoine, Paul Victor, Golden sq, Hotel Proprietor. High Court. Pet July 29. Ord July 30. Exam Sept 22 at 11 at 34, Lincoln's inn fields
Barker, Joseph, Sheffield, Beerhouse Keeper. Sheffield. Pet July 30. Ord July 30. Exam Aug 20 at 11.30
Bloy, William, Great Grimsby, Marine Store Dealer. Great Grimsby. Pet July 29. Ord July 29. Exam Aug 19 at 11 at Townhall, Grimsby
Brew, William, Penge, Ironmonger. High Court. Pet July 31. Ord July 31. Exam Sept 22 at 11 at 34, Lincoln's inn fields
Cockerell, John, Margate, Tea Merchant. Canterbury. Pet July 9. Ord July 31. Exam Sept 11
Dixon, James Rushton, Nottingham, Baker. Nottingham. Pet Aug 1. Ord Aug 1. Exam Oct 20
Eadie, William, Marlborough hill, St John's Wood, Artist. High Court. Pet July 30. Ord July 30. Exam Sept 22 at 11 at 34, Lincoln's inn
Erskine, Robert, Newcastle on Tyne, Grocer. Newcastle. Pet July 22. Ord July 31. Exam Aug 11
Etches, Jacob, Wakefield, Furniture Dealer. Wakefield. Pet July 31. Ord July 31. Exam Oct 6
Florenstein, Isaac, Birmingham, Pawnbroker. Birmingham. Pet July 29. Ord July 30. Exam Aug 31 at 2
Godsall, George, Hereford, Boot Manufacturer. Hereford. Pet July 29. Ord July 29. Exam Aug 23
Goold, John Canning, Birmingham, Silk Merchant. Birmingham. Pet July 30. Ord July 30. Exam Aug 27 at 2
Griffiths, Ralph, Willaston, nr Nantwich, Coal Merchant. Nantwich and Crewe. Pet July 29. Ord July 30. Exam Aug 12 at Crewe
Hebbron, Richard, Clifford, Butcher. York. Pet July 18. Ord Aug 1. Exam Sept 16 at 12 at Guildhall, York
Henocq, Frederick William, Horsham, Sussex, Upholsterer. Brighton. Pet July 29. Ord Aug 1. Exam Aug 20 at 12
Jones, James Mercer, Ashton under Lyne, Bootmaker. Ashton under Lyne and Stalybridge. Pet July 29. Ord July 29. Exam Aug 20
Knight, Harry, Tonbridge Wells, Whitesmith. Tonbridge Wells. Pet July 29. Ord July 30. Exam Sept 3
Malabarr, George Lowes, The Shaws, nr Bardon Mill, Haltwhistle, Farmer. Carlisle. Pet Aug 1. Ord Aug 1. Exam Aug 14 at 11 at the Court house, Carlisle
Needham, Francis, Manchester, Merchant. Manchester. Pet July 15. Ord July 30. Exam Aug 20 at 11
Parker, Benjamin, Southampton, Grocer. Southampton. Pet July 31. Ord July 31. Exam Aug 15 at 11
Phelps, Mary, and Victoria Joan Phelps, Yeovil, Milliners. Yeovil. Pet July 18. Ord July 31. Exam Aug 13
Pownall, Robert Edward, Freetown, Sierra Leone, Architect. High Court. Pet July 11. Ord July 31. Exam Sept 22 at 11 at 34, Lincoln's inn fields
Price, William Henry, Cardiff, Grocer. Cardiff. Pet July 31. Ord July 31. Exam Oct 8 at 2
Ridings, James, Castle st, Falcon sq, Warehouseman. High Court. Pet May 8. Ord July 31. Exam Sept 22 at 11 at 34, Lincoln's inn fields
Roberts, Evan, Llanrwst, Denbighshire, Butcher. Bangor. Pet July 29. Ord July 30. Exam Sept 14 at 12.30
Rushton, David, Nottingham, Farmer. Boston. Pet July 29. Ord July 29. Exam Sept 7 at 12.30
Salter, William Thomas, Southampton, Watchmaker. Southampton. Pet July 30. Ord July 30. Exam Aug 14 at 12
Short, John, Middlesborough, Teacher of Music. Stockton on Tees and Middlesborough. Pet July 31. Ord July 31. Exam Aug 12
Srutt, Arthur, Gt Totham, Essex, Innkeeper. Chelmsford. Pet July 31. Ord July 31. Exam Aug 17 at 12 at Shirehall, Chelmsford
Sykes, Harry Strevens, Ramsgate, Confectioner. Canterbury. Pet July 30. Ord July 31. Exam Sept 11
Trend, George, Devonport, Ironmonger. East Stonehouse. Pet July 29. Ord July 30. Exam Aug 17 at 12

The following amended notice is substituted for that published in the London Gazette of July 31, 1885.

Hickes, Thomas James, Bath, Tile Manufacturer. Wells. Pet July 27. Ord July 27. Exam Aug 18 at 12

FIRST MEETINGS.

Ashton, James, Wakefield, Joiner. Aug 11 at 11. Official Receiver, Southgate chbrs, Southgate, Wakefield
Barker, Joseph, Sheffield, Beerhouse Keeper. Aug 12 at 12. Official Receiver, Figtree lane, Sheffield
Bloy, William, Gt Grimsby, Marine Store Dealer. Aug 12 at 12. Official Receiver, 3, Haven st, Gt Grimsby
Brown, Elisha, Nottingham, out of business. Aug 12 at 12. Official Receiver, Nottingham
Clayton, James, Nottingham, Printer. Aug 14 at 2. Official Receiver, Nottingham
Cockerell, John, Margate, Tea Merchant. Aug 12 at 3. Bankruptcy bldgs, Lincoln's inn
Ellis, James John, Kingsland, Timber Merchant. Aug 12 at 12. 33, Carey st, Lincoln's inn
Godsall, George, Hereford, Boot Manufacturer. Aug 13 at 2. Official Receiver, 2, Offa st, Hereford
Goold, John Canning, Birmingham, Silk Merchant. Aug 13 at 11. Official Receiver, Birmingham
Griffiths, Richard, Willaston, nr Nantwich, Coal Merchant. Aug 12 at 1. Royal Hotel, Crewe
Hallows, James, Liverpool. Aug 12 at 2. Official Receiver, 35, Victoria st, Liverpool
Howe, Joseph, Exeter, Watchmaker. Aug 12 at 3.30. Bankruptcy bldgs, Portugal st
Hudson, Frederick, Liversedge, Yorkshire, Blanket Raiser. Aug 11 at 10. Official Receiver, Bank chbrs, Batley
Jones, James Mercer, Ashton under Lyne, Boot Dealer. Aug 12 at 2. Official Dealer, Townhall chbrs, Ashton under Lyne
Knight, Harry, Camden rd, Tonbridge Wells. Aug 12 at 12. Chamber of Commerce, 145, Cheapside
Lovatt, John, Deptford, Kent, Coach Builder. Aug 11 at 2. Official Receiver, Victoria st, Westminster

Lumsden, Thomas Colegate, Beckenham, Kent, Cowkeeper. Aug 11 at 12. Official Receiver, Victoria st, Westminster
Maw, Simon, Crowle, Lincolnshire, Farmer. Aug 12 at 11. Official Receiver, Figtree lane, Sheffield
McIntosh, James, Manchester, Tailor. Aug 13 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Motion, James, Formby, Lancashire, Gent. Aug 12 at 3. Official Receiver, 35, Victoria st, Liverpool
Needham, Francis, Manchester, Merchant. Aug 20 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Parker, Benjamin, Southampton, Grocer. Aug 14 at 2. Official Receiver, 4, East st, Southampton
Preston, John, Reading, Hatter. Aug 13 at 12. Queen's Hotel, Reading
Prust, James, Sunderland, Mercer. Aug 12 at 12. Official Receiver, Fawcett st, Sunderland
Ramsey, Sarah Jane, Little Wonder, nr Harrogate, Grocer. Aug 11 at 11. Official Receiver, York
Richmond, George, Mottley st, Curtain rd, Shoreditch, Pianoforte Maker. Aug 13 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Roberts, Evan, Llanrwst, Denbighshire, Butcher. Aug 12 at 12.15. Victoria Hotel, Llanrwst
Salter, William Thomas, Southampton, Watchmaker. Aug 13 at 2. Official Receiver, Birmingham
Sewell, Joseph, and Charles John Sewell, Fore st, Jewellers. Aug 12 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Stoneham, Cecilia Mary, Rotherhithe, Barge Builder. Aug 13 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Sykes, Harry Strevens, Ramsgate, Confectioner. Aug 12 at 2. Bankruptcy bldgs, Lincoln's inn
Thomson, Benjamin Lumsden, Gracechurch st, Merchant. Aug 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Trend, George, Devonport, Ironmonger. Aug 12 at 11. Official Receiver, 18, Frankfort st, Plymouth
Vaughan, Evan, Moorgate st, Auctioneer. Aug 12 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Winstone, James Charles, Cheltenham, Monumental Mason. Aug 11 at 4.30. County Court, Cheltenham
Walker, Robson, jun, Manchester, Merchant. Aug 13 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Williamson, Peter William, Melrose gdns, West Kensington, Engravers' Block Manufacturer. Aug 14 at 12. 33, Carey st, Lincoln's inn

ADJUDICATIONS.

Antoine, Paul Victor, Hotel Conte, Golden sq, Hotel Proprietor. High Court. Pet July 29. Ord July 30
Bloy, William, Gt Grimsby, Marine Store Dealer. Gt Grimsby. Pet July 29. Ord July 30
Boughton, Samuel, Norwich, Hair Dresser. Norwich. Pet July 24. Ord July 30
Bowley, Joseph, Hythe, Kent, Builder. Canterbury. Pet July 15. Ord July 31
Burstow, Alfred William, Hove, Sussex, Whitesmith. Brighton. Pet July 14. Ord July 31
Deane, John, Burslem, Boot Dealer. Hanley, Burslem, and Tunstall. Pet July 2. Ord July 30
Dunning, George, Bootle, Lancashire, Boot Dealer. Liverpool. Pet June 3. Ord July 30
Edmonds, Edmund, Park Village East, Regent's pk, Solicitor. High Court. Pet Mar 23. Ord July 30
Eelick, Henry, Bedford, Commercial Traveller. Bedford. Pet July 9. Ord Aug 1
Esterbrook, James Beer, Theobald's rd, Jeweller. High Court. Pet July 9. Ord July 31
Frerichs, Jacob Andreas, Bradford, Yorks, Yarn Merchant. Bradford. Pet May 22. Ord Aug 1
Godsall, George, Hereford, Boot Manufacturer. Hereford. Pet July 29. Ord July 29
Grieve, Walter, Littleton, Hants, Trainer of Race Horses. Winchester. Pet July 27. Ord July 30
Hampton, Frederick, Halford House, Richmond, Builder. Wandsworth. Pet May 1. Ord July 30
Hampton, George, Richmond, Surrey, Timber Merchant. Wandsworth. Pet June 3. Ord July 30
Hind, Robert Thomas, Rippingale, Lincolnshire, Butcher. Peterborough. Pet July 24. Ord July 30
Howard, John, Manchester, Merchant. Manchester. Pet June 8. Ord July 30
Hughes, John, Birmingham, Draper. Birmingham. Pet July 8. Ord Aug 1
Knight, Harry, Camden rd, Tonbridge Wells, Whitesmith. Tonbridge Wells. Pet July 29. Ord July 29
Lane, John, Freemantle, Hampshire, Brickmaker. Southampton. Pet July 16. Ord July 31
Leeke, Thomas, Malvern Link, Worcestershire, Licensed Victualler. Worcester. Pet July 16. Ord July 29
McIntosh, James, Ancoats, Manchester, Tailor. Manchester. Pet July 29. Pet July 31
Olive, Richard, and Joseph Bell, Walmersley, nr Bury, Wagon Builders. Bolton. Pet June 30. Ord July 31
Patten, Henry, Croftdown rd, Gospel Oak. High Court. Pet July 13. Ord July 30
Pennington, Charles Benjamin, Kew rd, Richmond, Builder. Wandsworth. Pet July 21. Ord July 30
Petch, David, Scarborough, Architect. Scarborough. Pet June 27. Ord July 31
Roberts, Evan, Llanrwst, Denbighshire, Butcher. Bangor. Pet July 29. Ord July 30
Shears, John Phipard, Canterbury, Tobacconist. Canterbury. Pet July 16. Ord July 31
Short, John, Middlesborough, Teacher of Music. Stockton on Tees and Middlesborough. Pet July 31. Ord July 31
Springfield, Jane, Wisbech St Peter's Cambridgeshire, Dealer in Fancy Goods. King's Lynn. Pet July 23. Ord July 28
Street, George, Bournemouth, Boot Maker. Poole. Pet July 21. Ord July 30
Sydenham, William Humphrey, Norland rd, Shepherd's Bush, Merchant's Clerk. High Court. Pet July 28. Ord July 31
Tyson, William, Coniston, Lancashire, Tailor. Kendal. Pet June 3. Ord July 31
Vaughan, Evan, Moorgate st, Auctioneer. High Court. Pet July 20. Ord July 31
Wagstaff, Charles Frederick, Bentley, nr Doncaster, Corn Dealer. Sheffield. Pet July 11. Ord July 30
Walker, Robson, jun, Manchester, Merchant. High Court. Pet July 24. Ord July 31
Wharton, Joseph, Salford, Lancashire, Knitted Hosiery Manufacturer. Salford. Pet July 6. Ord July 30

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